200.

SUPREME COURT OF THE UNITED STATES.

No. 66.

THOMAS MORRIS, APPELLANT,

VS.

MARIA NIXON, SOLE LEGATEE AND DEVISEE, AND THE SAID MARIA NIXON AND THOMAS J. WILLIAMS, EXORS. OF HENRY NIXON, DEC'D., AND HENRY MORRIS, HENRY J. WILLIAMS, AND THOMAS BIDDLE.

ON APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

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S. D. Langtree, Print.

In the Circuit Court of the United States, in and for the Eastern District of Pennsylvania, in the third Circuit, of October Sess., 1836,

In Equity.

THOMAS MORRIS, a citizen of the State of New-York,
vs.
HENRY NIXON and MARIA his wife, HENRY MORRIS, HENRY J. WILLIAMS and THOMAS BIDDLE, citizens of the State of Pennsylvania. } No. 2.

Chauncey F. Hubbell.
Sergeant, for H. Nixon.
H. J. Williams, for self, T. Biddle and H. Morris.

1836, Septr. 19. Bill filed and subpœna exit, ret'ble 11th Oct. 1836.
" " 22. Recog. of John P. Wetherill for costs, filed.
" Oct. 11. Subpœna ret'd. "Served on all the parties, Defendants."
1837, Feb'y. 13. On motion of Mr. Williams, for leave to extend the period for filing answers to the 1st Monday in March next. Ordered accordingly.
" Mar. 6. On motion of Mr. Sergeant, the time for filing answers is extended till 1st Monday in April next.
" April 7. Several answer of Henry Nixon filed.
" " " Several answer of Maria Nixon filed.
" " 10. Several answers of Henry J. Williams and of Thomas Biddle, filed.
" " " Several answer of Henry Morris filed.
" May 17. Exceptions to several answer of Henry Nixon filed.
" " " Exceptions to several answer of Thomas Biddle filed.
" " " Exceptions to several answer of Henry J. Williams filed.
" Sept'r 4. Mr. Chauncey moved for leave to amend the bill and petition of Thomas Morris filed, and affidavit of Thomas Morris filed.
" " 18. Leave granted to amend the bill. Petition of complainant filed, for an order on the Respd'ts. Williams and Nixon to deposit books and papers with the clerk of the court.
" " 25. Affidavits of Mr. Williams and Mr. Nixon filed.

1838, Sept'r 5. Exceptions to answers withdrawn, and rule on respondents to answer the amended bill in one month.

" Oct. 13. Separate answer of Henry Nixon to the amended bill filed.

1839, Apr. 12. Replication to separate answer of H. Nixon filed.

" " " Replications to answers of Maria Nixon, Thomas Biddle, Henry Morris and Henry J. Williams, filed.

" " 25. Statements in writing of Mr. F. W. Hubbell and Mr. Kane filed, and on motion of Mr. Hubbell, the Court order this case off the equity list, and appoint William H. Keating, Esq., as a master to take the depositions in the cause.

" June 3. Affidavits of complainant and Henry W. Morris filed.

" Augt. 5. Report of Mr. Keating, the examiner, filed, praying to be relieved from the duty; accepted, and Thomas J. Wharton is appointed in his place.

" Sept'r 11. Agreement of counsel for taking papers from the clerk's office, filed and ordered accordingly.

1840, Octo. 28. Death of Mr. Nixon suggested and bill of revivor filed.

" " 29. Answer to the bill of revivor filed.

" Novr. 7. Decree of revivor.

1841, Feb'y 5. By order of Mr. Hubbell, for complt., this cause is placed on the list for argument at the Special Sessions in March next.

" Mar. 16. Report of Mr. Wharton, the examiner, filed with exhibits.

" April 27. Bill dismissed with costs.

" May 6. Appeal entered and allowed, and recognizance of complainant and John K. Kane taken.

UNITED STATES,
Eastern District of Pennsylvania, sct.

I certify the foregoing to be a true and faithful transcript from the docket entries in the above case.

Witness my hand and the seal of the Circuit Court of the United States, in and for the Eastern District of Pennsylvania, in the Third Circuit, at Philadelphia, this fourth day of August, A. D. 1841, and in the sixty-sixth year of the independence of the said United States.

[L. S.]

FRA. HOPKINSON, *Clk. Circt. Crt.*

Pleas before the Honorable the Judges of the Circuit Court of the United States in and for the Eastern District of Pennsylvania, in the Third Circuit, of October Sessions, 1836.

It is thus contained—

October Sessions, 1836.—Bill in Equity.

THOMAS MORRIS, a citizen of the State of New York,
vs.
HENRY NIXON and Maria, his wife, Henry Morris, Henry J. Williams, and Thomas Biddle, citizens of the State of Pennsylvania.
} No. 2.

To the Honorable the Judges of the Circuit Court of the United States for the District of Pennsylvania.

Humbly complaining, showeth unto your honours, your orator, Thomas Morris, of the city of New York, that your orator, together with Jonathan Williams, since deceased, on the second day of January, in the year of our Lord one thousand eight hundred and twelve, he, the said Jonathan Williams, then residing in the city of Philadelphia, and then being a citizen of the state of Pennsylvania, purchased of the President, Directors, and Company of the Bank of North America, a tract of land and premises hereinafter more particularly described, for the consideration of eighty thousand dollars, the legal title of said premises then being in Henry Drinker, William Waln, and Timothy Paxson, and held by them in trust for, and for the benefit of the said bank; and thereupon, pursuant to said agreement, there was duly executed an indenture tripartite, bearing date on the said second day of January, one thousand eight hundred and twelve, between the said Henry Drinker, William Waln, and Timothy Paxson, of the city of Philadelphia, of the first part, the President Directors and Company of the Bank of North America aforesaid, of the second part, and your orator, Thomas Morris and the said Jonathan Williams, of the third part; in and by which indenture the said parties of the first and second part, in consideration of the sum of one dollar paid to the parties of the first part, and of the sum of twenty thousand dollars in cash paid to the parties of the second part, and of the further sum of sixty thousand dollars secured by the parties of the third part to the parties of the second part, by their bonds and mortgage on the premises thereby granted, bearing even date therewith, and payable as follows, viz: twenty thousand dollars thereof on the twenty-fifth day of March, one thousand eight hundred and fourteen, with

interest from the twenty-fifth day of March, one thousand eight hundred and twelve; twenty thousand dollars thereof on the twenty-fifth day of March, one thousand eight hundred and fifteen, and twenty thousand dollars, the residue thereof, on the twenty-fifth day of March, one thousand eight hundred and sixteen, with interest on each of the said two last instalments annually, from the said twenty-fifth day of March, one thousand eight hundred and twelve; sold and conveyed unto the parties of the third part and their heirs, in fee simple, the tract of land and premises described therein, as follows, viz: All that messuage or tenement and westernmost part of Springetsbury farm, situate formerly in the Northern Liberties, now in Penn Township, in the county of Philadelphia, composed of three lots severally marked and distinguished on the plan of division, (in said indenture referred to) I, T, P, No. 559, described in the manner therein mentioned, and as the same, between the parties to the now reciting indenture, were allowed to be understood between John Penn and Robert Morris, to be butted and bounded, viz: beginning at the north side of Vine street by the low water mark of the river Schuylkill, and extending thence eastward by the north side of Vine street to a station point opposite the middle of Second street, from Schuylkill, in the city of Philadelphia, thence by a line parallel to the side of Schuylkill Second street aforesaid, north eleven degrees, thirty minutes east, one hundred and seventy poles to a post in a lane laid out by Tench Francis, Esq., leading between Springetsbury and the tract of land commonly called the Vineyard, from the Wissahickon road to a landing on the river Schuylkill, thence by the southerly side of the said lane, north eighty-six degrees and a half, west one hundred and ninety-four poles and three-tenths to the low water mark of the said river Schuylkill, thence by several courses thereof, bending therewith to the place of beginning, containing within those bounds one hundred and forty-two acres and nine poles, be the same more or less; except certain parts thereof, which had been previously sold and disposed of, and described in said deed as follows, viz: the following parts of the above described tract of land designated on the plan (annexed to said indenture) in yellow colour, to wit: square No. 1, square No. 2, square No. 3, square No. 6, square No. 14, square No. 18, lot No. 29, triangle No. 30, part of square No. 5, marked B, and part of square No. 8, marked A, the small piece of ground lying along the Schuylkill to the westward of the ground marked on the plan, (annexed to said indenture) for a street called William street, between the said street and the Schuylkill, westward of the square No. 1, and also the triangular lot coloured in yellow and designated in the plan (annexed to said indenture) No. 27, reserving out of said last mentioned land the privilege and use of a thirty feet wide road across the same lot, and also all the rights and privileges granted therewith, and also excepting (if lawful) the right of the Delaware and Schuylkill Canal Navigation Company

to the bed and tow-path of an intended canal, and also excepting the free and common use and privilege of a certain thirty feet wide road reserved in a grant of the parties to the said indenture of the Bridge Company, of lot No. 27: to have and to hold the said premises, with the appurtenances, to the said parties of the third part and their heirs, in fee simple as tenants in common, and not as joint tenants: as by the said indenture and map when produced, or by a copy thereof in possession of your orator, reference being thereunto had, will more fully and at large appear.

And your orator further showeth, that he and the said Jonathan Williams executed and delivered to the President, Directors, and Company of the Bank of North America, the bonds and mortgage above mentioned, to secure the sum of sixty thousand dollars, part of the said consideration money, and they did each, on the day of the date of the said deed, give to the President, Directors, and Company of the Bank of North America aforesaid, a separate note for ten thousand dollars, with interest at the rate of six per cent. per annum, payable on the twenty-fifth day of March, one thousand eight hundred and thirteen, each of them endorsing the note of the other, and which notes were accepted by the said corporation, as and for the cash payment mentioned in said deed; and your orator and the said Jonathan Williams each paid to the said bank their respective notes, with the interest thereon, when they came to maturity.

And your orator further showeth, that he and the said Jonathan Williams bought the said property with a view to sell it out from time to time in city lots, as it might be wanted, and not being in a situation to take upon themselves the personal charge and management thereof, they did shortly after the said purchase respectively employ Thomas Biddle, of the said city of Philadelphia, who had intermarried with the daughter of the said Jonathan Williams; and Henry Nixon, also of said city, who had intermarried with the sister of your orator, as their agents to take the management of the said concern. There were fine quarries of free-stone upon said premises, and the said Biddle and Nixon, immediately after their appointment, entered upon said premises, and caused a quarry to be opened, and expended a small sum of money in so doing. And as such agents they sold to the Mayor, Aldermen and Citizens of Philadelphia, in their corporate capacity, a tract or parcel of land of about six acres, being part of said premises above described, for the consideration of sixteen thousand six hundred and sixty-six dollars and sixty-six cents, which was conveyed to the Mayor, Aldermen and Citizens of Philadelphia aforesaid, by your orator and the said Jonathan Williams, for the consideration above mentioned, which was secured by their bond, which bond was by your orator and said Williams, or by their said agents, transferred to the Bank of North America, and accepted by them in part payment of the said bonds of your orator and said Williams, and the said sum was

afterwards collected and received by them, the President, Directors, and Company of the Bank of North America aforesaid: but your orator, not having the documents in his possession, is unable to set out more fully the dates and other particulars of the above transactions.

And your orator further shows, that some time after the said Thomas Biddle and Henry Nixon had entered upon their agency, it being deemed advisable to give them a more formal appointment, the said Jonathan Williams and Marianne, his wife, and your orator and Sally, his wife, executed under their hands and seals an instrument of writing or letter of attorney, bearing date the twenty-seventh day of June, one thousand eight hundred and twelve, in and by which they respectively appointed the said Thomas Biddle and Henry Nixon, their attorneys in fact, jointly and severally for them, and in their names, to enter into, and take possession of the above described premises, and to sell the same, or any part thereof, for such prices as could reasonably be procured, and in their names to execute deeds therefor, and also to let, upon ground rent, all or any part of said premises, for the best yearly rent that could be reasonably obtained therefor: to be reserved payable, the one moiety thereof, to the said Jonathan Williams and his heirs, and the other moiety thereof to your orator and his heirs, free of any deduction for taxes, &c., and to do all other matters and things necessarily incident to the premises: and they were also authorized, until such sales could be effected, to demise and grant said premises, or parts thereof, for terms of years, upon such rents, terms, and conditions, as to them should seem meet, and to receive the rents, issues, and profits thereof, and to make entries and distresses for the non-payment thereof. All which, by the said original power of attorney, when produced, or by a copy thereof in possession of your orator, reference being thereunto had, will fully appear.

And your orator further showeth, that the said Henry Nixon and Thomas Biddle, after the execution of the said power of attorney, continued to act as such agents in the premises—that they opened or caused to be opened a book, in which entries were made of money received by them on account of such agency, and of expenditures and sales effected by them. That your orator and the said Jonathan Williams, some time in the year one thousand eight hundred and thirteen, or one thousand eight hundred and fourteen, caused, through their said agents, two stores and a wharf to be constructed and built upon the said premises. The precise amount of the costs thereof, your orator is not able to set forth, but presumes they amounted to about eight or nine thousand dollars. They also caused the quarries on the said premises to be disencumbered of the earth that covered them, that they might be the more easily worked; the principal part of the moneys thus expended was advanced, one half thereof by your orator, and the other half by the said Thomas Biddle, on account of the said Jonathan Williams, his

father-in-law. That the said Nixon and Biddle, as such agents as aforesaid, during the period intervening between the commencement of their agency and the death of the said Jonathan Williams, as hereinafter stated, sold at divers and sundry times, to divers and sundry persons, large quantities of gravel and stone from off the said premises, and received the proceeds of such sales. They also, during the said period, sold or leased in fee simple, to divers persons, divers parcels of said premises on ground rents, which ground rents up to the twentieth of January, one thousand eight hundred and fifteen, amounted to two thousand seven hundred and sixty-two dollars and fifty cents, or thereabouts, and which was equal to a principal of forty-six thousand four hundred and forty-one dollars and sixty-six cents. That the said Nixon and Biddle also received some rents from other parts of the said premises not sold, and the annual receipts from the proceeds of sales and leases made of said premises, did, in one thousand eight hundred and fifteen, exceed the annual interest due to the bank upon their said bonds. That in the period above mentioned, one of the said bonds of the bank, viz: the one coming due in one thousand eight hundred and fourteen, was fully paid off, and discharged in part by the consideration money of the said sale to the Mayor, Aldermen and Citizens of Philadelphia, and the residue in cash. That your orator during the above period made large advances, in addition to the payment by him of the note given for part of the consideration of the said purchase, to the said Nixon, as his agent, amounting to upwards of nine thousand dollars.

And your orator further showeth, that some time about the first of June, one thousand eight hundred and fifteen, the said Jonathan Williams departed this life intestate, leaving two children, viz: Henry J. Williams, of the said city of Philadelphia, and Christine, wife of said Thomas Biddle, of said city, his heirs at law. That the said Henry Nixon, after the death of the said Jonathan Williams, continued to act as the agent of your orator in the premises, and that during the period intervening between the death of the said Jonathan Williams, and the twenty-eighth day of May, one thousand eight hundred and twenty-two, the date of a deed executed by your orator to the said Henry Nixon, and hereinafter particularly set forth, the said Henry Nixon sold to divers and sundry persons large quantities of gravel and stone from off the said premises, and received the proceeds of such sales. He also, during the said periods, sold or leased to divers persons, divers parcels of said premises on ground rents; which, up to the said twenty-eighth of May, one thousand eight hundred twenty-two, amounted to a large sum of money, but your orator not having been furnished with any account by the said Nixon, touching said premises, or his agency therein, is unable to set out the amount. That the said Henry Nixon also, during the last mentioned period, continued to receive rents, and consideration money, and interest on debts contracted

under leases and sales made prior to the death of the said Jonathan Williams, but of which no account has been furnished by him to your orator. That among other sales made in the last mentioned period, there was a sale to the Mayor, Aldermen and Citizens of Philadelphia, of about two acres of said premises, for sixteen thousand, six hundred and sixty-six dollars, sixty-seven cents; the deed therefor was given on the sixteenth day of March, one thousand eight hundred and nineteen, and your orator joined in executing the said deed: but your orator's share in the consideration money passed into the hands of his said agent, Henry Nixon, and either was, or ought by him to have been applied towards payment of your orator's said bonds to the bank, but whether the same has by him been so applied, your orator is unable to set forth; that some time in the year one thousand eight hundred and twenty, another parcel of said land, of about eighty feet in front, was sold to the Mayor, Aldermen and Citizens of Philadelphia aforesaid, for the consideration of about four thousand dollars; your orator's share whereof passed into the hands of his said agent, Henry Nixon, to be applied by him to the purposes of his said trust and agency, but whether the same has been by him so applied, your orator is unable to set forth; that during the last mentioned period, your orator drew two notes, one for five thousand dollars, and the other for three thousand dollars or thereabouts, and with a view to make advances to the said Henry Nixon, on account of said estate, and the administration thereof, which two notes were endorsed by him, for and at the request of your orator, and discounted at the Bank of North America, and the proceeds passed into the hands of the said Henry Nixon, as such agent as aforesaid; that said notes were afterwards reduced by payments and renewals, so as to amount on the said twenty-eighth day of May, one thousand eight hundred and twenty-two, to four thousand six hundred dollars or thereabouts. That your orator, during the last mentioned period, made further advances to the said Henry Nixon; the whole of his advances up to the said twenty-eighth day of May, one thousand eight hundred and twenty-two, exclusive of the said cash payment of ten thousand dollars on the consideration money of said purchase, amounted to upwards of fifteen thousand dollars.

And your orator further shows, that in the year one thousand eight hundred and sixteen, a sale was made to the said Thomas Biddle, by your orator, of his moiety of certain ground rents, which had been reserved on previous sales of different parcels of the said premises in question, for the consideration of ten thousand four hundred dollars; that a deed therefor was executed and delivered by your orator and wife, to the said Henry J. Williams, bearing date the thirteenth day of March, one thousand eight hundred and eighteen; the deed, though executed to and in the name of the said Williams, at the request of the said Thomas Biddle, was for the benefit of and in trust for him, the said Thomas Biddle. That

your orator discharged the said Williams from the payment of the consideration money, but the same was not actually paid to your orator; but by an agreement between your orator and the said Thomas Biddle, the said Biddle was to apply the same on your orator's behalf, in part payment of the said bonds of your orator to the said bank, but whether the same has or has not been so applied by him, your orator is unable to set forth.

And your orator further shows, that shortly after the purchase of the premises in question, and after the said Henry Nixon had entered upon the agency as above mentioned, your orator promised him that he would give him the nett one-eighth part of his interest in the said premises, being the one-sixteenth part of the whole, after paying the consideration money, and all expenses incident to the improvements thereof and otherwise. That the said Henry Nixon and Maria, his wife, who is the sister of your orator, were desirous that your orator should convey the said one-eighth part of your orator's said interest in said premises to trustees, for her separate use and benefit, and they named Henry Morris, brother of your orator, and David Walker, formerly a partner in mercantile business of the said Henry Nixon, as such trustees: and your orator, agreeably to their wishes and request, executed and delivered a deed to the said Henry Morris and David Walker, bearing date on or about the twenty-sixth day of May, one thousand eight hundred and twenty, conveying to them, as joint tenants in fee simple, the said one-eighth part of his interest in said premises as aforesaid, in trust for the said Maria Nixon, which said deed was sent to the said David Walker, and by him handed over to the said Henry Morris; that the said David Walker shortly afterwards left the United States of America, and departed this life on ———, whereby the said Henry Morris became the sole surviving trustee of the said share for the benefit of the said Maria Nixon; which said deed is now in the hands either of the said Henry Morris, or of the said Henry Nixon and Maria, his wife, or in the hands of some person under their direction and control, or some or one of them, and your orator begs leave to refer to the same when produced.

And your orator further shows, that having become embarrassed in his pecuniary affairs, and indebted, he had occasion to borrow money in his difficulties, a short time before the date of the said deed hereinafter mentioned; he applied to the said Henry Nixon, his brother-in-law, to relieve him, and to advance him some money by way of loan. That the said Henry Nixon finally consented to loan your orator five thousand dollars, but upon the understanding that the loan should be secured in the way that he should point out; and he, the said Henry, wrote a letter to your orator, stating that your orator must have full confidence in him as to the mode: your orator thereupon acquiesced in his requirements, being very much pressed for money, and placing full confidence in the said Henry Nixon: and the said Henry Nixon then sent on by a special

messenger to your orator in the city of New York, a deed to be executed by him and his wife, which was executed by them accordingly, on or about the time of the date thereof—and is in the words, or in the substance, as follows, viz: "This indenture, made the twenty-eighth day of May, in the year of our Lord one thousand eight hundred and twenty-two, between Thomas Morris, of the city of New York, gentleman, and Sally, his wife, of the one part, and Henry Nixon, of the city of Philadelphia, merchant, of the other part—Whereas, by an indenture tripartite, dated the second day of January, in the year of our Lord one thousand eight hundred and twelve, made between Henry Drinker, William Waln, and Timothy Paxson, of the first part; the President, Directors and Company of the Bank of North America, of the second part; and Jonathan Williams and the said Thomas Morris, of the third part:—The said parties of the first part, for and in consideration of the sum of one dollar to them paid by the parties of the third part, and in consideration also of the sum of twenty thousand dollars paid by the parties of the third part to the parties of the second part, and of the further sum of sixty thousand dollars, secured to them by bonds and mortgage, on the thereby granted premises, to be paid at the times and in the manner in the said recited indenture specified, did, with the consent and approbation of the said parties of the second part, testified by being a party to the said indenture, grant, bargain, and sell, alien, enfeoff, release and confirm unto the said parties of the third part, all that the therein described messuage or tenement and westermost part of Springetsbury farm, situate, bounded, and being, as in and by the said recited indenture is particularly set forth: containing one hundred and forty-two acres and nine poles, be the same more or less; excepting thereout and therefrom certain parts and portions, distinguished by reference to a plan annexed to the said indenture, and the rights and privileges belonging to the said excepted parts; and excepting also the asserted rights and privileges of the Delaware and Schuylkill Canal Company in and to the bed and tow-path of the canal; under and subject to the payment of the aforesaid sum of sixty thousand dollars, with interest in manner and at the times therein and thereby set forth. To have and to hold to the said parties of the third part, their heirs and assigns, in equal moieties, as tenants in common, and not as joint tenants, as by reference to the said indenture recorded in the office for recording of deeds in and for the city and county of Philadelphia, the twenty-third day of June, Anno Domini one thousand eight hundred and twelve, in deed book I C, No. 19, page 224, &c., will more fully and at large appear. And whereas, since the date of the said indenture, divers parts and portions of the premises granted by the same, have been sold and conveyed to sundry persons, and other parts have been let on ground rent, so that the quantity remaining has been reduced to about seventy acres, be the same more or less. And whereas, from the income of the said premises, and the pro-

ceeds of such sales, there has been received by the said Thomas Morris and the said Jonathan Williams or his representatives, a sum equal to the payment made by them of twenty thousand dollars, at the date of the said indenture, so as to reimburse, or nearly reimburse them therefor—and there has been paid to the said parties of the second part in the said recited indenture, (out of the said income and proceeds beyond the said twenty thousand dollars,) such sum or sums of money, from time to time, as to reduce the amount remaining due to about twenty-nine thousand dollars, which remains a charge upon the remaining premises to be borne by the owners thereof, in proportion to their respective interests. And whereas, at the time of the execution of the said recited indenture, the said Henry Nixon was, and has since continued to be, and still is interested with the said Thomas Morris in the said purchase, to the extent of three-sixteenth parts of the whole, or three-eighth parts of the moiety conveyed to the said Thomas Morris, so as to be entitled to the benefits and subject to the obligations of the said purchase in that proportion, but the legal estate has remained as to the said moiety in the said Thomas Morris—and whereas the said Thomas Morris, with the knowledge and assent of the said Henry Nixon, did heretofore mortgage a part of the said moiety for the sum of four thousand dollars borrowed by him from Thomas Biddle and John Wharton, one half part of which mortgage, or thereabouts, remains unpaid and unsatisfied. And whereas, the agency and management of the affairs and concerns of the said purchase there was allowed to the said Henry Nixon on account of the moiety of the late Jonathan Williams, Esq., a sum of one thousand dollars, which, as paid to the said Thomas Morris, and there is due to the said Henry Nixon from the said Thomas Morris, on account of the other moiety, the sum of six hundred and twenty-five dollars, being his proportion of the one thousand dollars justly chargeable to the said other moiety, so that the said Thomas Morris is on this account indebted to the said Henry Nixon in the sum of one thousand six hundred and twenty-five dollars. And whereas, the said Henry Nixon, at the instance, and for the accommodation of the said Thomas Morris, has endorsed two notes, amounting together to the sum of four thousand six hundred dollars, which have been discounted in the Bank of North America: Now this indenture witnesseth, that the said Thomas Morris and Sally, his wife, for and in consideration of the said Henry Nixon having assumed upon himself to pay the said two notes discounted as aforesaid in the Bank of North America, and thereof to acquit and exonerate the said Thomas Morris, and of his having acquitted and discharged the said Thomas Morris of and from all claim and demand for and on account of the said debt of one thousand six hundred and twenty-five dollars, and interest due and owing as aforesaid, all of which is testified by these presents as for and in consideration of the sum of one dollar to them in hand well and truly paid at or before the sealing and delivery of

these presents, the receipt whereof they do hereby acknowledge, have granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain and sell, alien, enfeoff, release and confirm unto the said Henry Nixon, his heirs and assigns, all the said Thomas Morris's one equal, undivided moiety of and in all and singular the lands, tenements and premises, in and by the hereinbefore recited indenture tripartite, granted and conveyed to the said Thomas Morris and the said Jonathan Williams as tenants in common, and in and to all rents reserved out of any part thereof, excepting only such parts and portions thereof as have been heretofore sold, granted and conveyed; that is to say, all and singular the right, title, interest, and estate which he the said Thomas Morris now has, or is entitled to have in the said premises or any part thereof, and in and to all rents that have been reserved out of the said premises that have been granted; together with all and singular the buildings, improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof: to have and to hold all and singular the premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Henry Nixon, his heirs and assigns, to and for the only proper use and behoof of the said Henry Nixon, his heirs and assigns forever, under and subject, nevertheless, to a moiety of the balance of the said mortgage to the President, Directors and Company of the Bank of North America: and as to a part thereof to the aforesaid mortgage debts of four thousand dollars due and owing to the said Thomas Biddle and John Wharton, and the interest accrued thereon, or such part thereof as has not been paid and satisfied: and the said Thomas Morris, and his heirs, all and singular the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Henry Nixon, his heirs and assigns, subject as aforesaid, against him, the said Thomas Morris and his heirs, and against all and every person or persons whomsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them, shall and will warrant and forever defend by these presents. In witness whereof, the said parties have interchangeably set their hands and seals hereunto. Dated the day and year first above written.

THOMAS MORRIS, [L. S.]
SALLY MORRIS, [L. S.]

Sealed and delivered in the presence of us,
HENRY MORRIS,
A. D. CASH.

And your orator further shows, that the execution of the said last above recited indenture, having been on the twenty-eighth day of May, one thousand eight hundred and twenty-two, duly acknow-

ledged by your orator, and Sally, his said wife, before Stephen Allen, Esquire, then Mayor of the City of New-York, it was, on the third day of October, one thousand eight hundred and twenty-two, recorded in the office of Recorder of Deeds, &c. for the City and County of Philadelphia, in Deed Book, I H, No. 5, page 254, as will appear from the said indenture, when produced, containing certificates of said mayor and recorder respectively written thereon, or from the record thereof still in the office of such recorder.

And your orator further shows, that taking it for granted at the time, and under the circumstances of the case, that the said Henry Nixon considered the said deed as a security for his advancement by way of loan, though the deed purported to be absolute on its face, and that he required it to be made thus absolute, that it might be a more effectual security, and that he might still carry on his agency, and continue his sales under the said agency, executed the said deed without any hesitation, and without any particular examination of its contents and recitals. That said deed, when executed, was immediately returned to the said Henry Nixon, and about the same time he advanced to your orator the said sum of five thousand dollars. That said deed operated at the time, and was intended by your orator to operate as a mere security to Henry Nixon for loans and advances. That there was not at the time of the execution of the said deed, and has not been at any time before or since, between your orator and the said Henry Nixon, any contract, agreement, understanding or negotiation for a sale of the said premises in said deed mentioned by your orator to him. That at the time the said deed was executed and delivered, no account had been furnished by the said Henry Nixon of his said agency, nor had the amount of money in his hands as such agent been in any wise ascertained or adjusted, nor had any price or valuation been fixed or agreed upon for the said premises.

And your orator further shows, that after the execution of the said deed of the twenty-eighth of May, one thousand eight hundred and twenty-two, and during the period intervening between that time and the eighth of January, one thousand eight hundred and twenty-nine, being the date of a deed from the said Henry Nixon to Henry J. Williams, hereinafter mentioned, the said Henry Nixon, as your orator has recently discovered, viz: on the twenty-ninth of May last past, and the heirs of the said Jonathan Williams, made two sales of two different parcels of said premises to the Mayor, Aldermen, and Citizens of Philadelphia aforesaid: one on the fourteenth of July, one thousand eight hundred and twenty-four, for twelve thousand dollars, and the other on the tenth of April, one thousand eight hundred and twenty-eight, for sixty-seven thousand five hundred dollars; the moiety whereof passed into the hands of the said Henry Nixon. That some time in the spring of one thousand eight hundred and twenty-eight, your orator applied to the said Henry Nixon for a further loan of eleven thousand dollars,

whereupon the said Henry Nixon advanced him five thousand dollars, stating that it was inconvenient for him to advance any further sum. That about the same time your orator, through the intervention of a third person, caused an application to be made to the said Henry Nixon for an account of his agency, and he promised your orator that he would furnish such account. But he further stated that the estate had been an expense to him, and that he had not received as much therefrom as he had paid out, and he omitted to inform your orator of the said sales made by him to the City of Philadelphia.

And your orator further shows, that the said Henry Nixon, as he has discovered lately, viz: in May last past, has made two conveyances in different parcels of said premises to the said Henry J. Williams, in fee simple, one dated the eighth of January, one thousand eight hundred and twenty-nine, for the consideration of fifteen thousand dollars expressed in said deed; the other dated the seventh of February, one thousand eight hundred and twenty-nine, for the consideration of eighteen thousand dollars. The premises conveyed in the first of said deeds are described therein as follows, viz: "One full, undivided moiety or half part the whole, into two equal, to be divided of, and in all that certain messuage and tenement and lot or tract of land, situate in Penn Township, in the county of Philadelphia, beginning at the intersection of the west side of a street called John street, with the low water mark of the river Schuylkill, extending thence along the west side of John street, north thirty-eight degrees and forty-five minutes east, to the south side of a street or road laid out by an order of the court of quarter sessions of the said county of Philadelphia, entered of record in Road Book, Vol. 5, page 417, &c., called the Upper Ferry road, thence along the said south side of the Upper Ferry road, north fifty degrees forty minutes west, nine hundred and sixty-two feet nine inches to the west side of Bridge, so called, thence along the said west side of Bridge street, to the low water mark of the said river Schuylkill, thence along the said low water mark by the several courses of the said river Schuylkill to the place of beginning; bound, on the south by John street, on the east by the Upper Ferry road, and on the north by ground of the Lancaster Schuylkill Bridge Company, and on the west by the river Schuylkill; being part of a larger tract of land, the westermost part of Springetsbury farm, which Henry Drinker, William Waln, and Timothy Paxson, by, and with the consent and approbation of the President, Directors and Company of the Bank of North America, by indenture dated the second day of January, anno Domini one thousand eight hundred and twelve, recorded at Philadelphia aforesaid, in Deed Book, I C, No. 19, page 224, &c.; did grant and convey to Jonathan Williams and Thomas Morris, their heirs and assigns, as tenants in common, and not as joint tenants." The premises in the second of the last mentioned deeds are described therein as follows, viz: "All that the

herein described messuage or tenement, and westermost part of Springetsbury farm, situate formerly in the Northern Liberties, (now in the District of Spring Garden,) bounded south by Vine street, east by the middle of a street now laid out in continuation of Schuylkill Second street, north by Francis' lane, now called Coates street, and west by the Schuylkill river, containing within these bounds one hundred and forty-two acres and nine poles, be the same more or less, excepting thereout and therefrom certain parts or portions distinguished by reference to a plan annexed to the said indenture, and the rights and privileges belonging to the said excepted parts, and accepting the asserted rights, if any such rights there be, of the Delaware and Schuylkill Canal Company to the bed and towing-path of the canal :" and there was therein and thereby conveyed to the said Henry J. Williams, "all and singular the three undivided four parts of the said undivided moiety, (the undivided moiety of your orator) of and in all the lands, tenements, hereditaments and premises, in and by the hereinbefore recited indenture granted and conveyed to the said Henry Nixon, and all and singular three undivided four parts of all the said undivided moiety of the rents, issues, and profits reserved out of any part thereof, excepting only such parts and portions thereof, as have been heretofore granted and conveyed, sold or assigned: that is to say, all and singular the estate, right, title, and interest of the said Henry Nixon and Maria, his wife, of, in, and to three undivided fourth parts of the said undivided moiety, which he, the said Henry Nixon and Maria, his wife, now has, or are entitled to have in the said premises, or any part thereof, and in the rents, issues, and profits reserved from and out of such parts thereof as have been sold, assigned, granted and conveyed—together with all and singular the three fourth parts of the said undivided moiety of and in all the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the remainders and reversions, rents, issues, and profits thereof.

And your orator further charges that said deeds, though they purported on the face of them to be absolute conveyances, were intended to be, and operated as a mere security for loans and advances made by the said Thomas Biddle to the said Henry Nixon, and that they have been so considered by them; said deeds being made to and in the name of the said Henry J. Williams, in trust for, and for the benefit of the said Thomas Biddle.

And your orator further shows, that during the period intervening between the dates of said deeds to Henry J. Williams, in one thousand eight hundred and twenty-nine, and the exhibition of this bill, as he has discovered lately, viz: in the month of May last past, large sales have been made of divers parcels of said premises to divers persons, amounting in the whole to the sum of one hundred and thirty thousand dollars, or thereabouts; and that sundry leases on

ground rent have been made of other parcels of said premises, to a large amount, and that the proceeds of the moiety of your orator have passed into the hands of the said Henry Nixon; that large sales of clay, gravel, and stone, have been also made from the said premises, of which the said Nixon has received the avails, and he has also received other rents, issues, and profits from the said premises.

And your orator further shows, that he has received no information from the said Henry Nixon, of the various sales made by him of said parcels of said premises; that he, the said Nixon, has furnished him with no account of his said agency or trust whatever, and that he had led your orator to believe that his expenditures were equal to his receipts from the said trust. That your orator has continued embarrassed in his pecuniary affairs, and involved in debt to this time; and from the pressure of his pecuniary difficulties, he has been unable to bestow that attention upon the matters in question, which their importance deserved. That your orator, in the month of May last past, having become suspicious that all was not fairly conducted by the said Henry Nixon, in his said agency and trust, and being desirous of ascertaining the situation of the said property, employed a person to go on to the city of Philadelphia, to make inquiries about the said premises; and, through him, your orator was informed of the various sales and transactions above set forth. That your orator, about the same time, applied to the said Henry J. Williams, to allow him through his agent to inspect the book which had been kept of the sales and other transactions relating to the premises in question, which he declined doing. Your orator also, about the same time, applied to the said Henry Nixon, for information respecting his agency, and the various transactions relating to the said premises, and for a general and full account thereof, when the said Henry Nixon, to the great surprise of your orator, not only refused to furnish any such information or account, but denied that your orator had any interest whatever in the subject of the said inquiries; thereby plainly intimating, that he intended to set up the said deed of the twenty-eighth day of May, one thousand eight hundred and twenty-two, as an absolute sale to him of all your orator's right, title, and interest in the Fair Mount estate, which was the first intimation your orator had received of any such intention.

And your orator further shows, that he was at the time of the said purchase of the said Fair Mount estate, and ever since has been, and now is, a citizen of the State of New-York; and that the said Henry Nixon and Maria, his wife, the said Henry Morris, Thomas Biddle, and Henry J. Williams, are citizens of the State of Pennsylvania.

Under these circumstances, your orator well hoped that the said Henry Nixon would fully have accounted with him for his said agency, and that the defendants would have conveyed to him the

premises not in good faith sold and disposed of, as your orator in a friendly manner has often requested them to do, and as in equity and good conscience they ought to have done.

But now, so it is, may it please your honours, the defendants, the said Henry Nixon and Maria, his wife, Henry Morris, surviving trustee of the said Maria Nixon, Thomas Biddle, and Henry J. Williams, combining and confederating with others to your orator unknown, whose names, when discovered, he prays may be inserted herein, with apt words to charge them as parties defendants hereto; and contriving how to aggrieve and injure your orator in the premises, he, the said Henry Nixon, and his confederates, sometimes pretend that the said deed of the twenty-eighth of May, one thousand eight hundred and twenty-two, above set forth, was intended to operate, and did operate as an absolute sale by your orator, to him, the said Henry Nixon, in fee simple of the premises therein mentioned; and that the absolute sale thereof was so made, upon a full understanding and agreement to that effect, had and made between your orator and the said Henry Nixon; and that the recitals in said deed are true, and were fully agreed upon by them; and the said deed was not made to secure any loan or loans, made or to be made by the said Henry Nixon to your orator, but was wholly unconnected with, and independent of any loan or other transaction between the parties. The contrary of all which, your orator charges to be true. And your orator further and more particularly charges and insists, that there was no understanding or agreement whatever between him and the said Henry Nixon, for a sale by your orator to him of the said premises; that they came together in that transaction, solely and exclusively upon the footing of a loan, in the respective character of lender and borrower, and that said deed was executed and delivered upon that footing, and for that purpose alone. That your orator being required, as above set forth by the said Henry Nixon, to place full confidence in him as to the mode of securing a loan, in case he should make it, and having sent on the said deed to be executed by your orator and wife, without any negotiation, understanding, or agreement about a sale of the said premises, executed said deed with the sole intent that it should operate as such security, and not as an absolute sale; and such being his understanding and intention, and having full confidence in the said Henry Nixon, he executed the same without professional advice, and without a particular examination thereof. And he further charges, that there are several important mistakes in the recitals contained in said deed, which ought to be rectified. That, in the first place, your orator had not received ten thousand dollars, as recited in said deed; on the contrary, he had received but about eight thousand dollars; and that the same did not go to reimburse and indemnify him for the first payment on the said purchase, because he had made other advances to a very large amount, as above set forth; that the debt due to the bank at that time did not amount

to twenty-nine thousand dollars; and that if the moneys then in the hands of the said Henry Nixon, or which, with proper diligence, might have been in his hands, had been appropriated, as they ought to have been, in liquidation of said debt, the same might and ought to have been fully paid off and satisfied. And your orator further charges, that the said Henry Nixon was not, at the date of said deed, and never was interested with your orator in the said purchase of the Fair Mount estate, to the amount of three-eighth parts of the moiety of your orator therein; on the contrary, the said Henry Nixon had been interested to the amount of one-eighth, and only of one-eighth of your orator's moiety therein, so as that the said one-eighth part should be entitled to the benefits, and subject to the obligation of the said purchase, in that proportion, under the promise of your orator, as above set forth; but, at that time, viz: the date of said deed of one thousand eight hundred and twenty-two, he was not interested in the said one-eighth part thereof, inasmuch as your orator had, with his approbation, previously conveyed that said one-eighth part of his said moiety to trustees, for his wife, as above set forth; and the said Henry Nixon never was, at any time, personally liable to any of the obligations arising out of the said purchase. And your orator further charges, that although it is true that he had mortgaged his interest in a part of said premises, viz: a store and lot on the river Schuylkill, to the said Biddle and Wharton, to secure a debt of four thousand dollars, yet the half of said debt had been paid off at the date and execution of said deed. And your orator further charges, that the sum allowed to the said Henry Nixon, on account of the said moiety of the said Jonathan Williams, was seven hundred and fifty dollars, and not one thousand dollars; which sum was not actually paid to your orator, but only allowed to your orator, in an account settled between the said Biddle and Nixon, on the behalf of your orator; and that the said Nixon was not entitled to charge your orator with said sum of six hundred and twenty-five dollars, or any other sum on your orator's moiety, because it was expressly understood and agreed between your orator and the said Henry Nixon, that he was not to charge your orator for any commissions, until the final settlement of his accounts, in the matter of his said agency, which has not yet taken place. And your orator further shows, and expressly charges, that the said considerations mentioned in said deed, amounting to six thousand two hundred and twenty-five dollars, even if they were true, and had been really and truly intended by the parties to operate as a consideration for the absolute sale of said premises, (which was not the case, as above set forth,) was nevertheless grossly inadequate, the premises being at that time, viz: at the date of said deed, worth upwards of twenty times that amount, and that the said Henry Nixon did not assume upon himself to pay said two notes recited in said deed; on the contrary, he, the said Henry Nixon, afterwards, in his letters to your orator, held and treated the said notes as the

debt of your orator, for which he, your orator, was liable, on account of the said Hills estate; and if the said debt was eventually paid off by the said Henry Nixon, he had in his hands at the time, as such agent, as aforesaid, ample funds of your orator to meet it, and to apply to that purpose.

And your orator further charges and insists, that if an account should be taken between your orator and the said Henry Nixon, of his said agency, up to the twenty-eighth of May, one thousand eight hundred and twenty-two, the date of said deed; after allowing him for the full amount of your orator's share of the said purchase money, and of his expenditures in the premises, he would be found to be largely indebted thereupon to your orator, viz: in the sum of thirty thousand dollars and upwards; that all the moneys coming to your orator, and received on account of the said agency up to that period, passed into the hands of the said Henry Nixon; he, the said Henry Nixon, being considered as the active and especial agent on behalf of your orator, and the said Thomas Biddle on behalf of his father-in-law, the said Jonathan Williams.

All which actings and pretences of the said confederates are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator.

In tender consideration whereof, and forasmuch as your orator is remediless in the premises at common law, and can only get relief in this high and honorable court on the equity side thereof, where matters of this nature are properly discovered and relieved against—

To the end, therefore, that the said Henry Nixon and Maria, his wife, Henry Morris, Henry J. Williams, and Thomas Biddle, and their confederates, when discovered, may full, true and perfect answer make to all and singular the premises, as fully as if the same were hereinafter repeated, and they were thereto specially interrogated, with all the attendant circumstances and incidental transactions, and that they may set forth and discover whether the said debt to the bank has been fully paid and satisfied, and if not, how much thereof has been paid and satisfied, and whether the said Thomas Biddle paid to the said bank the sum in his hands, and by him agreed to be applied to that purpose, as abovementioned, and whether the said Henry Morris, and David Walker, in his life-time, did not receive the trust deed, on behalf of the said Maria Nixon, for the one-eighth of your orator's moiety of said premises, and that the parties defendants may set forth and discover where the same is, and produce the same for the inspection of your orator; and whether a book or books have not been kept, containing the various sales, leases, receipts, and other transactions appertaining to the said Fair Mount estate and the said agency; and in whose possession or under whose control the same are, and whether the inspection thereof by your orator, on his application for that purpose, has not been refused, and that said books be produced for the inspection of your orator.

And that the said Henry Nixon be desired to acccount with your orator for his entire agency and management of said premises, as well up to the twenty-eighth day of May, one thousand eight hundred and twenty-two, as since; and that he be charged with the proceeds of all sales, leases, and ground rents of said premises, and for all sales of gravel, clay, sand and stone, sold or disposed of, from off said premises, and for all neglect and mismanagement in the premises, and that he be charged with interest wherever it is just and reasonable that he should be so charged, all just allowances being made to him; and that the said one-eighth part of said moiety in the hands of the said Maria Nixon and her trustee, be charged with its due proportion of the expenses and burdens incident to the management of said estate; that the said deed of the twenty-eighth of May, one thousand eight hundred and twenty-two, to the said Henry Nixon, be decreed to be only a security for the moneys advanced on loan as aforesaid by him to your orator. And that your orator be at liberty to redeem said promises as against the said Henry Nixon, on paying to him, or allowing him, in an account to be taken as aforesaid, the moneys loaned by him thereon as aforesaid; that said Henry Nixon be decreed to account to your orator for his share of the proceeds of all the sales made of said premises, since the conveyance of the twenty-eighth day of May, one thousand eight hundred and twenty-two; and that said Nixon be decreed to pay off and discharge all liens upon the said premises, created in favor of the said Henry J. Williams or Thomas Biddle as aforesaid; and that said premises, excepting such parts thereof as have been in good faith and upon a fair and valuable consideration, sold and disposed of, be reassigned and reconveyed to your orator in fee simple, subject only to the said lien of the Bank of North America, for such parts of their said debt, if any, as may remain unpaid and unsatisfied; all proper parties to join in such reconveyance. And that your orator may have such further and such other relief in the premises, as the nature of his case may require, and to your honours may seem meet. May it please your honours, the premises considered, to grant to your orator the writ of subpœna of the United States of America, issuing out of and under the seal of this honorable court, to the said Henry Nixon and Maria, his wife, Henry Morris, Henry J. Williams, and Thomas Biddle, to be directed, commanding them at a certain day and upon a certain pain therein to be inserted, personally to be and appear before your honours in this honourable court, then and there to answer the premises, and to stand to, abide and perform such order and decree thereon, as to your honours shall seem agreeable to equity and good conscience, and your orator will ever pray, &c.

CH. CHAUNCEY,
Solicitor for the Complainant.

Thomas Morris, the complainant named in the foregoing bill of complaint, being duly sworn, saith, that the facts stated and set

forth in the said bill of complaint, so far as they relate to his own knowledge, are true; and so far as they relate to the knowledge of other persons, he believes them to be true.

THOMAS MORRIS.

Sworn and subscribed to, the seventeenth day of September, A. D. one thousand eight hundred and thirty-six, before me,

WILLIAM MILNOR, *Alderman.*

THOMAS MORRIS, a citizen of the State of New York,
vs.
HENRY NIXON, and Maria, his wife, HENRY MORRIS, HENRY J. WILLIAMS, and THOMAS BIDDLE, citizens of the State of Pennsylvania. } No. 2.

October Sessions, 1836.—Bill in Equity.

Several Answer of Henry Nixon.

To the Honorable the Judges of the Circuit Court of the United States in and for the District of Pennsylvania, sitting in equity.

The several answer of Henry Nixon, a citizen of Pennsylvania, to the bill of complaint of Thomas Morris, a citizen of New York.

This respondent, saving and reserving to himself, now and at all times hereafter, all and all manner of exceptions to the various errors, imperfections and uncertainties in the said bill contained, for answer thereunto, or unto so much thereof as he is advised it is material for him to answer unto, he answers and says: That he admits the purchase from the Bank of North America of the estate mentioned in the said bill of complaint, formerly the estate of Robert Morris, Esq., father of the complainant, and of your respondent's wife; and that a deed for the same was made to Jonathan Williams, Esquire, and the complainant, as tenants in common, and not as joint tenants, bearing date the second day of January, anno Domini, one thousand eight hundred and twelve, and whether or not the same is truly set forth in the said bill of complaint, will appear from the deed itself, to which he craves leave to refer. The said purchase was proposed to the said Jonathan Williams and Thomas Morris, by this respondent and his co-defendant, Thomas Biddle, and was concluded chiefly through their agency, with a clear and distinct understanding, that the same was for the account of the four, that is to say, Jonathan Williams, Thomas Morris, Thomas Biddle, and this respondent, in the manner and proportions which will hereafter be more particularly set forth. And he denies that at any time, from the date of the said deed to the present moment, the complainant was the

owner of a moiety of the said estate, except as the legal title thereto became vested in him by the aforesaid deed, subject to the understanding before mentioned, and the rights derived from it.

This respondent also admits, that by the terms of the purchase, the sum of twenty thousand dollars was to be paid in cash, and the residue to be secured by bonds, with mortgage on the premises, payable at the times in the said bill mentioned; and that he believes the description of the bill in the different squares of ground to be correct. He admits, also, that Jonathan Williams and the complainant executed the bonds and mortgage, and that the same were delivered to the Bank of North America; and that on the day of the date of the deed, they did each of them give his note, in favour of, and endorsed by the other, for ten thousand dollars, payable with interest on the twenty-fifth day of March, in the year one thousand eight hundred and thirteen; which notes were accepted by the said bank for the cash payment to be made on the twenty-fifth of March, one thousand eight hundred and twelve. But this respondent expressly avers, that all this was so done in pursuance of the understanding before mentioned, and not because the said Jonathan Williams and the complainant were the sole purchasers and owners, and was so done by common arrangement and consent of all the parties in interest, this respondent included.

This respondent also admits, that the said Thomas Biddle, at different times during the year one thousand eight hundred and thirteen, made various payments, on account of the said Jonathan Williams' said note; and that the complainant made payments on account of his note in cash, to the amount of seven thousand dollars. The balance was paid by the proceeds of a discount, obtained by this respondent at the request of the said complainant, in a check of Nixon and Walker, the firm of this respondent.

This respondent also admits that the object in making the purchase was to sell the premises from time to time in lots. That Mr. William Cramond was first employed as agent, and afterwards this respondent and the said Thomas Biddle were agents. That there were stone quarries on the premises; that they were opened and the dirt removed from them, the expense of which will appear from the books of the concern. That they sold a portion of the premises to the city of Philadelphia, for the sum of sixteen thousand six hundred and sixty-six dollars and sixty-seven cents; and the same was duly conveyed, the payment of the consideration being secured by bonds, which were passed over to the bank, and accepted in part payment of one of the bonds given by the said Williams and the complainant, falling due on the twenty-fifth day of March, in the year one thousand eight hundred and fourteen, of all which the complainant was fully informed at the time, he being consulted, not only as to the sale, but also as to the application of the proceeds towards the payment of the said bond. This respondent admits, also, that a power of attorney was executed by

the said Jonathan Williams and wife, and by the complainant and wife, to the said Thomas Biddle and this respondent, the purposes and objects of which will appear from the power, when produced, to which he refers. He admits that they both acted under the said power, but avers that it was with the knowledge of the said Jonathan Williams and the complainant, who were, from time to time, informed of every transaction relative to said estate, and approved of all that was done. Books were opened and kept for the purpose of making entries of moneys received and expended in said agency, by A. Frankford, who was afterwards employed also in collecting debts due the estate, from stone quarries, gravel sold, ground-rents, and the like. In these books, he has no doubt, the accounts were accurately kept, and they were accessible at all times to all the parties interested, being in fact the books of the concern. He admits, also, that in the years one thousand eight hundred and thirteen, and one thousand eight hundred and fourteen, one stone store-house was built, and one wharf, under the direction, chiefly, if not entirely, of the said Jonathan Williams. The materials of stone and gravel were furnished from the estate, and the cost of the work will appear from the said books. That certain parts of the quarries opposite said store and wharf were disencumbered of the earth, the earth being necessary for filling up the wharf; and the expense of disencumbering said quarries was paid partly by advances made by the said Thomas Biddle, partly from the funds of the estate, and partly by drafts drawn by the said Thomas Biddle and this respondent upon the complainant, the particulars of which, he has no doubt, will appear from the books above mentioned, and the accounts of the said Thomas Biddle. He admits, that during the period of the agency, and before the death of the said Jonathan Williams, there were sales of stone and gravel, the particulars of which will appear from the said books of the said A. Frankford; and that sales were made of parts of said premises to various persons on ground rent, which will also appear from said books. He admits, that some rents were received from the premises not sold, which will also appear from the said books. He denies that the annual receipts from the proceeds of sales and leases made of said premises, did, in the year one thousand eight hundred and fifteen, exceed the amount of interest due to the bank on the said bonds, and the expenses of the estate. He admits, that, in the periods mentioned in the bill of complaint, one of the bonds to the bank, (falling due in the year one thousand eight hundred and fourteen,) was paid off and discharged, partly by the bond beforementioned of the city of Philadelphia, and partly by the proceeds of a note drawn by the complainant, and endorsed by the said Jonathan Williams, Thomas Biddle, and this respondent, and discounted by the Bank of North America. The said note amounted to six thousand one hundred and thirty-two dollars sixty-five cents, and was paid by this respondent on the twentieth day of July, in

the year one thousand eight hundred and fourteen, out of moneys arising from the sale of a lot of ground to Joseph Jones, as will more particularly appear from the books of the bank, and from those of the estate before referred to.

This respondent denies that large advances were made by the complainant, in addition to the payment of the note given by him for part of the consideration of the purchase to this respondent, as agent, amounting to upwards of nine thousand dollars. He believes the said Jonathan Williams died at the time mentioned in the bill of complaint. He left two children, to wit: Mrs. Biddle, the wife of the said Thomas Biddle, and Henry J. Williams. After the death of the said Jonathan, this respondent, and said Thomas Biddle, continued to act on behalf of themselves and the other owners of said estate; and although the power of attorney was considered void as to the said Jonathan, by his death, the affairs of the estate were still carried on under the superintendence of the said Thomas Biddle and your respondent, your respondent acting on behalf of himself and the complainant; and the said Thomas Biddle for himself and the estate of the said Jonathan Williams. He has been informed, and believes, though it had escaped his recollection, that some time after, a new power of attorney was executed by the complainant, and those in whom the legal title to the moiety, formerly of the said Jonathan Williams, had become vested. The said A. Frankford, before mentioned, was employed in collecting debts, and a certain Joseph Innis was employed in selling gravel and stone. This respondent's name was used as agent, in drawing checks and depositing moneys in the Bank of North America, and borrowing money, with the said Thomas Biddle, on notes discounted for the use of the estate. This continued till about the month of July, one thousand eight hundred and twenty-two, when the account was changed, at the time when the said Henry J. Williams, who had previously, for some time, taken an active interest in the concerns of the estate, in consequence of the indisposition of the said Thomas Biddle, permanently took the place of the said Thomas Biddle, and acted together with this respondent. The said complainant was fully acquainted with all the particulars of the estate, and its management, as to lots disposed of, stone quarried, gravel sold, and all other matters, as well before, as after the death of the said Jonathan Williams; and this respondent has no doubt was as well acquainted with the state of the accounts, as he, this respondent, was, until the year one thousand eight hundred and twenty-two. In that year, the complainant parted with his whole interest in the concern, to this respondent, and conveyed the same by a deed of himself and wife, bearing date the twenty-eighth day of May, one thousand eight hundred and twenty-two, the original of which this deponent is ready, when so required, to produce; which deed was duly acknowledged and recorded, as stated in the bill of complaint; and

he believes the copy set forth in the bill, is a true copy thereof. From the time he so parted with his interest, and conveyed it to this respondent, no accounts whatever were furnished, nor any communications made to him, (the complainant,) touching the said estate, either by the said Henry J. Williams, or by this respondent; nor, as far as he knows, by any one else; nor did the complainant make any inquiry in relation thereto, that this respondent ever heard of, nor in any manner intermeddle therewith, until some time in the month of May, of the year one thousand eight hundred and thirty-six, when, to the surprise of this respondent, he began to move in the manner which will hereinafter be more particulaly set forth. But during all the said period of more than fourteen years, this respondent, and the said Henry J. Williams, and the said complainant, too, concurred in conducting themselves according to what this respondent avers to be the real truth of the case, namely, that after the date above mentioned, (28th May, 1822,) the said complainant had no interest in the matter, direct or indirect; and while they made no communication to him, he neither inquired, counselled, assisted, or complained, or otherwise acted as a man would have done, who had rights or interests depending, or believed he had such; and this respondent avers, that, throughout all that time, he never heard an intimation from any quarter, that the complainant pretended to any interest in the premises, though there was more than one occasion when the complainant would have brought it forward, if he really believed it to exist. This respondent denies, that, during the period stated in the bill, he sold large parcels of land on ground rents, and he denies that he received a large sum of money. He denies the allegation, that the cemplainant did not receive any accounts, but, on the contrary, he avers that he received an account in the year one thousand eight hundred and sixteen, and also an account in the year one thousand eight hundred and nineteen. He does not recollect that the complainant ever asked for any other account, nor was it necessary that he should. He was frequently in Philadelphia, and had free access to the books and papers; and, besides, the said Thomas Biddle, and this respondent, were in the habit of conversing freely with him on all matters relative to the estate. Respondent did not recollect that an account had been furnished by said Henry J. Williams to the complainant, in the year one thousand eight hundred and nineteen, until he saw it acknowledged by complainant, in a letter to the said Henry J. Williams, in May last. This respondent admits that a sale was made to the city of Philadelphia, in the year one thousand eight hundred and nineteen, for sixteen thousand six hundred and sixty-six dollars sixty-seven cents; and that bonds were received in payment, which were paid to the said bank on account of the debt due for the purchase, on account of bond No. 2, with the full knowledge of the complainant. He admits that a piece of ground was sold

to the city in the year eighteen hundred and twenty, for a rent of two hundred and forty dollars per annum, equal to a principal of four thousand dollars, which was also paid to the said bank on account of said debt, and the interest due thereon; which sales and conveyances were carried into effect by the complainant and his wife, and the proceeds applied as above stated, with his full knowledge and consent. He denies, that, during the period mentioned in the bill of complaint, there were notes drawn for five thousand dollars and three thousand dollars, or thereabouts, with a view of making advances to this respondent, on account of said estate, or the administration of it.

He denies, also, that the complainant made further advances, as stated in the bill; and he denies that the whole of his advances up to the said 28th day of May, 1822, exclusive of the said cash payment of ten thousand dollars, amounted to fifteen thousand dollars. He admits, that in the year one thousand eight hundred and thirteen, there were two notes of the complainant, one for five thousand dollars, and the other for three thousand six hundred dollars; the one last mentioned was placed with the respondent to get discounted; and a discount was obtained by Nixon & Walker, at the complainant's request, to pay the balance of the note for ten thousand dollars. The proceeds were accordingly so applied, being paid to Henry Drinker, cashier of the Bank of North America, as by the books of the bank will appear. The note for five thousand dollars was also discounted, and the proceeds paid, and the discounts charged to the complainant, and was from time to time reduced by him, and the discounts paid, or accounted for by him. The first discount was charged by deponent's partner, the late David Walker, in the books of Nixon & Walker; and it appears from the bank book, that the proceeds were paid to the complainant, with whom the said David Walker had other money concerns. The complainant had subscribed to the Upper Ferry bridge, and he also had stocks, pledged or deposited in the hands of the said Henry Drinker; and whether or not the money was applied to these objects, this respondent cannot now recollect. But he avers that all moneys entrusted by the complainant to his charge, or to his house of trade, were applied according to the directions from time to time given by the complainant, and were fully accounted for. The bridge shares, and the stock in the hands of Mr. Drinker, he knows were received by the complainant; the former being forty shares, or two thousand dollars; of the latter, he does not now recollect the particulars. This respondent admits, that certain ground rents, arising from sales of part of the estate, were sold for ten thousand four hundred dollars, or about that sum, and that a deed for the same was executed to Henry J. Williams, in the year one thousand eight hundred and eighteen. That the ground rents were sold low, the said Thomas Biddle engaging to pay the amount on a given day to the bank, on

account of the bond of the complainant; the bank being desirous that a part of the debt due on the bonds of General Williams and the complainant should be paid. The complainant, understanding that the money had not been paid by the said Thomas Biddle, and wanting it for some purpose of his own, suggested to this respondent his wish to receive the money from the said Thomas Biddle, provided the bank would continue the accommodation on the remainder of the bonds; accordingly, it was so arranged. The complainant, as respondent understood at the time, both from the complainant and the said Thomas Biddle, received the balance due, as will be seen by reference to the said Thomas Biddle's accounts with the complainant, it being understood that this sum was to reimburse him on account of his original cash payment of ten thousand dollars. This respondent denies the statement in the bill of complaint, that the complainant, after the purchase was made, and after this respondent entered upon the agency, agreed to give this respondent an interest of one-eighth in his proportion of the said estate. On the contrary, he avers, that it was expressly understood at the time of the purchase, (which was first suggested to the complainant by this respondent, and as it concerned complainant, chiefly brought about by his exertions and representations,) that this respondent, and his wife, and the said Henry Morris, (who had made a visit to New York, at this respondent's request, to see the complainant on the subject of the proposed purchase,) were to be interested in the purchase; this respondent and wife, three-sixteenths; the said Henry Morris, one-sixteenth; being, together, one-fourth: the complainant, one-fourth, and Messrs. Williams & Biddle, together, one-half. It was understood, also, that the complainant was to advance the first payment of ten thousand dollars; and this respondent was to aid him, by lending his name to obtain discounts when necessary; and in consideration and execution of such understanding and agreement, this respondent did obtain the discount of three thousand six hundred dollars, and applied the money to the payment of the note for ten thousand dollars, given by the complainant, and endorsed by the said Jonathan Williams. Some time afterwards, the said Henry Morris relinquished his interest in said estate to the complainant, as this respondent was informed both by the complainant and the said Henry Morris, whereby the interest of the complainant was increased to five-sixteenths, and it never was more. The interest of this respondent and his wife, of three-sixteenths, continued as it had been before, upon the footing of the original understanding and agreement at the time of the purchase. In the year eighteen hundred and fourteen, this respondent endorsed a note of the complainant, for six thousand one hundred and thirty-two dollars sixty-five cents, given on account of the purchase, being required to do so by the bank, (though the note was endorsed by the said Jonathan Williams and Thomas Biddle,)

on the ground that he, respondent, was a party, and interested in the purchase, and that they ought to have the security of all.

It is true, as stated in the said bill of complaint, that a conveyance was made by the complainant to Henry Morris and David Walker, for the use of Maria, the wife of this respondent; but it is not true that it was for one-eighth part of the half, or one-sixteenth part of the whole, as stated in the said bill. It was, and is for two-sixteenth parts, or one-fourth of the half, as the said deed, when produced, will show. This deed, which is entirely in the hand-writing of the complainant, was not made without the assent of this respondent, he being quite satisfied, and having always intended that two of the three-sixteenths should be conveyed in trust for his wife, to whom it would be gratifying to be the owner of a part of the property formerly belonging to her father. But he took no active part in relation to it, and though he knew of it at the time, his knowledge was general, and not particular: that is to say, he knew who were the trustees, and what was the quantity of interest conveyed, but little if any thing more. The deed, when executed, was delivered by the complainant to David Walker, who was this respondent's partner, with whom it remained until he was about to leave the United States, when he gave it to the complainant, to carry to Henry Morris, the other trustee. It was never handed to the said Henry Morris, but after some time was sent by the complainant to the said Maria Nixon, in whose possession it has since been, and now is, and can be produced, if required. It bears date the twenty-fifth day of May, in the year one thousand eight hundred and twenty. The conveyance in eighteen hundred and twenty-two was of course subject to the equity in behalf of respondent's wife, evidenced by the said deed, and was so understood by both parties. Soon after, that is to say, on the ninth day of October, in the year one thousand eight hundred and twenty-five, this respondent, to obviate the possibility of any doubt or question, and place the said equity upon the footing of authentic evidence, executed a declaration of trust, a copy of which is hereunto annexed, marked A.

This respondent believes it to be true, as stated in the said bill, that the complainant became, or was embarrassed in his pecuniary affairs, and admits it to be true that the complainant, in the manner which will presently be mentioned, applied to this respondent to relieve him by an advance or loan of money. The transaction which thus originated, was concluded by an absolute sale of the complainants's interest in the estate before mentioned, (being five-sixteenths of the whole,) to this respondent, for a valuable consideration. The facts were as this respondent will now proceed to state. A short time before the deed of the twenty-eighth day of May, one thousand eight hundred and twenty-two, the complainant sent on his brother, the said Henry Morris, to Philadelphia, to obtain for him from the respondent an advance or loan of money

of about five thousand dollars, offering his interest in the said estate as a security. This respondent at first declined doing any thing, being himself at that time in want of all the means he could command, to comply with the engagements he had entered into for others, which had unexpectedly fallen upon him and caused him great embarrassment and trouble. The said Henry Morris, however, made such representations of the *urgent* nature of the complainant's wants, and of the destructive consequences to be apprehended if he could not meet a demand there was upon him, that defendant's feelings were wrought upon, and he concluded to provide the money. He told the said Henry, however, that he must consult counsel on the subject before he finally agreed. He accordingly did consult counsel, by whom, after a full conversation, he was advised to buy out Mr. Morris's interest, entirely and absolutely, and by no means to take from him a security, nor to have any trust, direct or indirect, express or implied, nor any understanding whatever, that the said complainant, or any other person, was to have a claim or expectation of benefit therefrom, and to deal with him upon no other terms. This respondent does not, after this length of time, remember the words, nor the whole of what passed, but the substance was as he has now stated. This respondent well recollects, too, that in the course of the conversation, he was asked by his counsel, whether the interest of the complainant was worth the amount of incumbrances upon it, and what was already owing to him by the complainant; to which this respondent replied, (as he truly believed) that it would not bring more, and that nothing but the peculiarity of the circumstances would induce him to increase his interest, or become a purchaser. His counsel further advised him, as there was a full consideration without it, and the loan proposed to be made would create a new debt, to take a separate evidence or security for the loan; a bond, he thinks, was specified, entirely unconnected with the estate, and to write in the deed at large the real consideration, so that the truth of the transaction should at all times appear on the papers. He further said, that if the purchase should turn out well, the respondent would not be bound to enforce the bond against the complainant, but in case of misfortune to the complainant, he would have evidence of his rights as a creditor, and, if he should think fit, might use them for the benefit of the complainant or his family, without doing wrong to any one, as the debt would be a just one. This respondent does not pretend to give all the particulars of the conversation. It was extensive, and on the part of his counsel was searching. He (the counsel) was the friend of all the parties, and had been professionally consulted by them at the time of the original purchase from the bank, and he took great pains to inform himself of the nature of the complainant's difficulties, and of the state of the property as to incumbrances, as well as of the dependencies between the respondent and the complainant. But this

respondent is confident as to the substance and result of the conversation, and his (respondent's) determination in consequence of it. This respondent thereupon returned to the said Henry Morris, and informed him of the determination he had come to, of dealing upon no other terms but an absolute sale and conveyance as above stated, and taking a bond for the loan. In the course of the same day or evening, the counsel of this respondent made a draft of a deed to be executed, which he is ready to produce. This was afterwards engrossed and sent on to New York. In a short time after, it was brought back and duly executed, and was delivered by the said Henry Morris (who had in the meantime been in New York, and was fully authorized by the complainant,) to this respondent as an absolute deed, conveying to him the whole interest of the complainant, legal and equitable; as such it was accepted by this respondent, and the five thousand dollars sent on to New York; and the said Henry Morris, at the same time that he delivered the deed, delivered also a bond of the complainant to the respondent for the five thousand dollars, dated on the same day with the deed, and entirely in the hand-writing of the complainant, which this respondent is ready to produce. The said Henry Morris, who is one of the attesting witnesses of the deed, is also the attesting witness of the bond. Whether the complainant did, or did not read the deed, or had the advice of counsel, this respondent does not of his own knowledge know. But he had the opportunity, and was quite able to do so, and this respondent has no doubt that the complainant, before and at the time of the execution of the deed, was perfectly acquainted with its contents, and meant it to be what it purports to be, an absolute sale. The recollection of the complainant, it is obvious, is little to be relied on, for in the instance of the deed to Mr. Walker and Mr. Henry Morris, which was not only executed, but written by the complainant, he has mis-stated the quantity of the interest conveyed, one-half, saying it was only an eighth of a half, when it was a fourth of a half. This respondent has no recollection of having written to the complainant any such letter as is stated in the bill, but if the complainant have any letter of this respondent, he desires it may be produced. He is confident he never meant to write any thing inconsistent with what he has stated, and verily believes he never did so write. And this respondent further says, that he believed at the time, as he has already stated, that he was paying as much for the property as it was worth. He would not have been willing to buy, and would not have bought, but for the peculiar circumstances he has already stated. And he was not singular in his opinion, for very soon after the purchase, being desirous to sell out a part, he offered a portion of his interest at the price he had paid to the complainant, first to the said David Walker, and afterwards to Mr. George M'Callmont, who both declined, not having a favourable opinion of the purchase, and believing it was not worth what it had cost

him. From the date of the deed, in May, eighteen hundred and twenty-two, the complainant ceased to be considered as an owner, and from that date till a very short time before the filing of the bill, the complainant never in any way pretended to have any right or interest, or that the sale and conveyance were not such as the respondent has stated. During that period there were occurrences which would have brought it out, if in truth the complainant had entertained it. The complainant became indebted to the said Thomas Biddle, and to John Wharton, in a considerable amount, for money he had received as trustee, without their knowledge, and misapplied. In answer to their claim, he pleaded his entire destitution, and neither of them ever received any part of the money from him, imperative as their claim upon him was, both in honour and in law. During the same period, this respondent was threatened with a large claim from Baltimore, (still pending) on account of an old suretyship for the complainant, which he entered into without consideration, and in reliance upon the complainant's fulfilment of what he had undertaken. When appealed to, the complainant admitted he had received money as administrator and misapplied it, and for not coming forward to pay off the debt and relieve his friendly surety, he pleaded his inability, as he had done to Mr. Biddle and Mr. Wharton. He never during that period, in any instance, pretended that he had a remaining interest in the estate at Fair Mount. A short time before this bill was filed, and more than fourteen years after the transaction of eighteen hundred and twenty-two, your respondent learned, with surprise, and not without indignation, that the complainant had sent on his son Henry to Pennsylvania, and that this said son, without calling upon this respondent, was making inquiries in various quarters, as if to collect information, in a manner derogatory to his character, and offensive to his feelings, as it conveyed the impression that the complainant could not obtain justice from this respondent, when in truth he had never made any claim. This was the first time, from the date of the deed, that this respondent had ever heard an intimation of the kind, and he submits that the extraordinary assumption implied in hunting about for evidence, that the claim, if made, would be resisted, is itself a proof that the complainant knew the claim ought to be resisted, and was entirely unfounded.

This respondent denies that the deed of the twenty-eighth day of May, eighteen hundred and twenty-two, though absolute on its face, was for the security of loans and advances, or for any other purpose, except as he has already stated. He denies that there was no negotiation or arrangement for a sale; on the contrary, he avers that there was such negotiation and arrangement, and that the same was concluded as before stated, and that the consideration in the deed was the *real* consideration.

This respondent admits that sales were made between the years one thousand eight hundred and twenty-two, and one thousand

eight hundred and twenty-nine, to the city of Philadelphia, of two parcels of ground, at the dates and times, and for the consideration stated in the bill. When they were discovered, or how they were discovered, or whether they were discovered by the complainant, this respondent does not know. He might have known of them at any time, as they were not kept secret, and this respondent has no doubt the deeds were put upon record soon after their execution. He remembers that they were noticed at the time in the public papers, as concerning a matter of public interest, and had unusual notoriety.

And this respondent further answering, says, that he well recollects the occasion the complainant alludes to in the year one thousand eight hundred and twenty-eight, represented in the bill as an application for a further loan of eleven thousand dollars, upon which he obtained an advance from this respondent of five thousand dollars. The real history of the matter, this respondent will now proceed to state. One Saturday evening, in the spring or summer of the year just mentioned, about dusk, this respondent, returning from the city to his home, (then on the Ridge road,) met the complainant in the barn yard, advancing from respondent's house to meet him. This respondent was surprised at seeing him there, not having heard of his leaving New York. The complainant informed this respondent that he was in great distress, that he had been using the public money again, (meaning money in his hands as marshal of New York,) that a decision of a case had been unexpectedly made, and the money must be forthcoming on the following Wednesday, or he would be ruined. He informed this respondent, further, that he had left the city of New York secretly, or unknown to any body, and must be back on the morning of Monday, so as not to be missed, and requested respondent not to mention his having been there, either to Mr. Biddle or Mr. Wharton. Under these circumstances he implored this respondent to help him. The feelings of this respondent were strongly wrought upon, but he nevertheless declared it was not in his power to raise such a sum as complainant spoke of, which was ten or eleven thousand dollars. They proceeded together to the house, and remained the greater part of the evening with respondent's family. Late in the evening, this respondent and the complainant went to the piazza, and after a short interval were joined by Mrs. Nixon. This respondent then informed Mrs. Nixon of the object of the complainant's visit, as he had learned it from himself, and of his (respondent's) inability to comply with his request. The complainant then proceeded to detail his embarrassments, the destitute situation of himself and family, the ruin which would follow the loss of his office, which must be the case if the money was not procured, and so excited his sister's feelings, that she turned round to this respondent, and said to him, "Mr. Nixon, do what you can; take all my stock, and try and make up the deficiency,"

alluding to some stock which had been left to her by her mother. Immediately upon this offer being made, the manner of the complainant entirely changed. He became cheerful and animated, and spent the rest of the evening in conversation on indifferent subjects. When the complainant retired for the night, and the respondent was alone with his wife, he told her she had done wrong to offer her brother a sum of money which belonged to her children, and that to prevent such a result, he would raise five thousand dollars himself, and lend it to her brother, who must be satisfied with that sum, as he (respondent) would do nothing more for him. Convinced, by his reasoning, Mrs. Nixon assented to this plan. It was concluded that in the morning this respondent should inform the complainant that he (respondent) would send him on five thousand dollars, on Monday, and that Mrs. Nixon should write him a letter, explaining her reasons for not sending him the proceeds of the legacy left her by her mother. This respondent and his wife both remarked and spoke of the peculiar change in the manner of the complainant, after Mrs. Nixon's declaration that she would give him her legacy, and Mrs. Nixon mentioned to this respondent, that in her previous conversation with complainant, (before respondent got home,) he (complainant) had asked her rather abruptly, what was the amount of stock she had received from her mother—that she had answered six thousand dollars, and that he had expressed his surprise at the smallness of the sum, saying he had supposed it was ten or eleven thousand dollars. From these circumstances, taken together, they were both under the impression that he had hoped and expected to get possession of this legacy when he came on to respondent's house. This reference to the legacy makes it necessary to add a further narrative. Some years before the death of Mrs. Morris, (the mother of Mrs. Nixon and the complainant,) the complainant obtained from her (Mrs. Morris) stock to the amount of ten thousand dollars, giving her his note for ten thousand dollars with New York interest, of seven per cent. For some time (this respondent cannot remember how long) the complainant paid the interest, and then entirely failed to do so. By this failure, and the nonpayment of two quarters of an annuity payable by Mr. Le Roy de Chaumont, who was then in difficulties, but afterwards paid more regularly, Mrs. Morris was reduced to great distress, and talked of breaking up housekeeping. This respondent advised her not to do so, but to sell the stock she had, amounting to about five thousand dollars, and buy an annuity. Mrs. Morris objected, saying she should then have nothing to leave to Maria (Mrs. Nixon). Respondent endeavoured to prevail upon her to disregard that matter, and attend to her own comfort. He, finally, and with much difficulty, succeeded in getting authority to use one-half of the stock in the purchase of an annuity, which was purchased accordingly. By dint of economy, Mrs. Morris managed afterwards to save out of the an-

nuity of Mr. Le Roy de Chaumont, and that purchased for her by the respondent, as much money as enabled her to replace the stock sold, so that, at the time of her death, she had about six thousand dollars. This stock, by her will, was left under a residuary bequest, to her daughter, (Mrs. Nixon,) for her sole and separate use; five thousand dollars of the note of complainant were bequeathed to Henry Morris, and the residue of the principal, together with the arrears of interest, (amounting to a large sum,) was released to the complainant; and the complainant and Henry Morris were appointed executors. It was this stock that was referred to in the conversation between complainant and Mrs. Nixon. Early the following morning, (Sunday,) the arrangement was made, and respondent sent complainant, in his gig or dearborn, directly to the steamboat, where he embarked for New York without stopping in the city of Philadelphia. On Monday morning, this respondent borrowed the money, and sent the complainant a draft for five thousand dollars on the Branch bank at New York: and on or about the same time, Mrs. Nixon wrote a letter to the complainant to the effect above stated. And this respondent avers, that in this transaction, the complainant did not pretend to any right to call upon him, nor in the most distant manner allude to any expectations from the estate at Fair Mount, nor intimate that he had any interest therein, nor say any thing about it, but put himself upon his extreme necessity, and the ruin that must ensue to himself and his family if he did not get aid.

This respondent further answering, says, he has no recollection of any one having called upon him for an account of his agency, nor that he promised to give an account, nor of his having stated that the expenditures were more than the receipts, as stated in the said bill of complaint. From the equivocal terms of the statement in this respect, of the complainant, he is unable to understand whether the complainant means to say, that a person came in the avowed character of an agent of the complainant, or whether such character was suppressed and concealed. If the former be meant, he is confident that no such thing happened, for he is sure that from the date of the deed, eighteen hundred and twenty-two, till May last, (1836,) no such pretension was ever set up by or on behalf of the complainant, nor, if set up, would it have been answered by this respondent, otherwise than it is now answered. If it be meant, that some one came to this respondent, without making known that he was sent by the complainant, respondent can only say, he has no recollection of it, though as such a visit would have appeared to be merely impertinent, it might not have fixed his attention, nor impressed itself upon his memory. This respondent submits, that the complainant ought to have been more explicit, and ought also to have named the person, and that he is entitled to no answer to such a statement as he has made.

This respondent admits, that the complainant addressed a letter

to him in May last, (1836,) which he is ready to produce. The letter was handed to him by complainants' son, who asked for no account, but only inquired when he should call for an answer. To that letter an answer was sent, to which the complainant replied, and the respondent again replied to him, and there the correspondence ended. These are the only communications that ever passed between them on the subject, from the time of the sale in May, 1822.

And this respondent denies, that there are any important mistakes in the recitals of the deed; and he submits and insists, that after the execution of the deed by the complainant, acknowledging their correctness, and after fourteen years acquiescence in their acknowledgement, without objecting or pointing out an error, the complainant cannot now be permitted to aver anything to the contrary, nor the respondent be required to answer such averment, more especially, as the complainant does not allege, that he has any other knowledge now than he had at the time of executing the deed, and has had at all intermediate periods. And as to the allegation of the complainant, that he had not professional advice, and made no particular examination, this respondent answers and insists, that the complainant was of full age, was able to read, write and understand, had been educated for the profession of the law, and held the office of marshal, which supposes at least the ordinary capacity for business; and, moreover, that the deed has been on record since October, eighteen hundred and twenty-two, where, if the complainant did not think fit to call upon respondent, it was always accessible to him. The respondent cannot believe the said allegation to be true, but if it were, it could be of no avail to the complainant. And this respondent, though not bound, as he humbly submits, to enter into a controversy about facts mutually and solemnly agreed upon fourteen years ago, and ever since, until the filing of this bill, acquiesced in without dispute, and now brought into question, without any pretence of a new discovery, and not meaning to waive the benefit of the objection stated, answers further, as follows: That he verily believes, that the complainant had received ten thousand dollars, or thereabouts, on account of ground rents, from the said Thomas Biddle; the complainant himself having long since informed this respondent that he had settled the same, in account with the said Thomas Biddle. That the debt due to the bank, at the date of the deed, was twenty-nine thousand dollars; and insisting, that it is too late for the complainant to question matters of account arising from the said deed, and that the allegation in his bill is too vague to be entitled to answer: he denies that he had moneys belonging to the complainant, or that by due diligence, he might have had moneys to pay and satisfy said debt. And he further answers, that he, this respondent, for himself and for his wife, was from the beginning, as already stated, interested three eighths in the moiety of the said estate, and not one-eighth only, as the com-

plainant has stated. He denies that the one-eighth, falsely alleged by the complainant to have been the sole interest of this respondent, was conveyed by the complainant, in trust, for Mrs. Maria Nixon, the respondent's wife. The conveyance was, and is of two-eighths, leaving one-eighth in this respondent, in his own right, making in the whole three-eighths, which was the interest of your respondent and his wife, at the time of the deed in May, one thousand eight hundred and twenty-two, as the said deed to Messrs. Walker & Morris, when produced, will prove. This respondent admits, that at the date of the said deed, about one-half of the four thousand dollars mortgage, had been paid off, as the complainant states in his bill, but why this is stated, he does not know, inasmuch as the recital in the deed is to the same effect, and is therefore in accordance with the complainant's statement.

This respondent denies that the recital in the deed of his commissions is incorrect, and avers that the same is true. He denies, also, that there was any understanding, that the payment of them was to wait till the settlement of the estate. This subject was left without adjustment till about the time of the said Jonathan William's death, when, after some discussion between the complainant and the said Thomas Biddle, the commission was fixed by them at one thousand eight hundred dollars, and so entered in the books of the estate; he, the said complainant, assuring this respondent that he would make it up to two thousand dollars. In the discussion just mentioned, the complainant urged the claims of this respondent, on the ground that he had given his whole time and attention to the estate, and was entitled to a handsome compensation. Mr. Biddle, on the other hand, represented that he, (Mr. Biddle,) had charged no commission, although acting with the respondent; and he also urged, that the affairs of the estate had not so favourable an appearance as in the first instance, owing to a general depression of property. The result was as above stated. And this respondent further says, that if there had been an agreement to wait till the settlement of the estate, (which he denies,) the recital in the deed would not on that account be incorrect, for the deed itself was intended to make, and did make, a final settlement and end of the complainant's interest, as the complainant himself well knew. This respondent denies, that the consideration was grossly inadequate, and he denies also, that the complainant is at this time entitled to credit or relief upon such an allegation. This respondent believes and avers, that the money owing to him and the liabilities he assumed, amounted to as much, if not more than the property would at that time have brought. The Bush Hill speculation had then recently failed, which caused a depression of all property in the neighborhood, even beyond the general depression, great as it was. So fully did he believe, that he had not obtained the property for less than it was worth, that, as before stated, he first offered a portion of the interest to his partner, the late David Walker. When that gen-

tleman declined it, he expressed at the same time his regret that this respondent had increased his interest, as he thought it would be another Bush Hill concern. Mr. M'Callmont also declined, after having viewed the property, and informed himself of its liabilities. The allegation that the property was worth twenty times as much, is too loose and extravagant to merit a reply. This respondent denies it. He verily believes, that no one could have given as much as he gave, and he has no doubt that he would not himself have been willing to buy at the rate he did, but for the necessity that was imposed upon him. And this respondent further answering, says, that he did assume upon himself to pay the said two notes recited in said deed, and did pay them in accordance with the understanding at the time of the purchase from the complainant. He denies that he had ample funds of the complainant to pay the debt. He denies that if the account of his agency were taken, up to the twenty-eighth day of May, one thousand eight hundred and twenty-two, he would be found to be indebted to the complainant, as alleged in the said bill, in the sum of thirty thousand dollars and upwards, or in any other sum.

And this respondent denies all manner of unlawful combination and confederacy, wherewith he is by the said bill charged, without this, that there is any other matter, cause or thing, in the said complainant's bill of complaint contained, material or necessary for him to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided, or denied, is true, to the knowledge or belief of this respondent: all which matters and things, he is ready and willing to aver, maintain and prove, as this honorable court shall direct; and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

H. NIXON.

Henry Nixon, being duly sworn, declares, that the facts set forth in the above answer, so far as the same are stated upon his own knowledge, are true, and so far as they are derived from the information of others, he believes them to be true.

H. NIXON.

Sworn, April seventh, one thousand eight hundred and thirty-seven, before me,

WILLIAM MILNOR,
Alderman.

A.

To all to whom these presents shall come, Henry Nixon, of the county of Philadelphia, Esquire, sends greeting:

Whereas, by an indenture tripartite, dated the second day of

January, anno Domini, eighteen hundred and twelve, made between Henry Drinker, William Waln and Timothy Paxson, of the first part; the President, Directors and Company of the Bank of North America, of the second part; and Jonathan Williams and Thomas Morris, of the third part:—the said parties of the first part, for and in consideration of one dollar to them in hand paid, by the said parties of the third part, and for and in consideration of twenty thousand dollars, paid by the said parties of the third part to the parties of the second part, and of the further sum of sixty thousand dollars, secured to them by bonds and mortgages on the thereby granted premises, did, with the consent and approbation of the said parties of the second part, testified by their being parties thereto, grant, bargain, sell, alien, enfeoff, release and confirm, to the said parties of the third part, all that messuage and tenement, and westernmost part of Springetsbury farm, situate, bounded and lying as is therein particularly set forth: containing one hundred and forty-two acres and nine poles, be the same more or less; excepting thereout and therefrom, certain parts and portions in the said indenture, and in a draft or plan thereunto annexed, particularly described and distinguished, and certain parts and privileges to the said excepted parts belonging; and excepting also, if any there be, certain rights of the Delaware and Schuylkill Canal Company, under and subject to the payment of the sum of sixty thousand dollars as aforesaid, with interest thereon, in the manner and at the times therein particularly set forth and expressed. To have and to hold to the said parties of the third part, their heirs and assigns, in equal moieties, as tenants in common, and not as joint tenants, as by the said indenture recorded at Philadelphia, in deed book J. C, No. 19, page 224, &c., reference being thereunto had, will more fully and at large appear. And, whereas, the said Thomas Morris, being seised in fee of an undivided moiety of the said premises, did on the twenty-fifth day of May, anno Domini, eighteen hundred and twenty, by an instrument of writing, under his hand and seal, declare, grant and agree to and with David Walker, of the city of Philadelphia, and Henry Morris, of Paterson, New Jersey, that at the time of the purchase of the said tract or parcel of land, it was understood and intended, that one-fourth part of the said undivided moiety, granted and conveyed to the said Thomas Morris, should be by him had and held for the benefit and advantage of his sister, Maria Nixon, wife of the said Henry Nixon; subject, however, to the payment of a proportionable part of the original cost, with interest thereon, and to a proportionable part of such expenditures as might be made on the said property, with a view to benefit the same, with interest thereon; and therefore, he, the said Thomas Morris, for himself, his heirs, executors and administrators, did covenant and agree to and with the said David Walker and Henry Morris, and with the survivor of them, that at any time after the payment of all debts due for the original cost,

and subsequent improvement of the above mentioned estate, together with the interest thereon, either from sales of part of the property, or of the advantages belonging to the same, or by payments made by the said David Walker and Henry Morris, he, the said Thomas Morris, would convey to them, the said David Walker and Henry Morris, and the survivor of them, in trust for the said Maria Nixon and her children, and for their sole and exclusive benefit, the one-fourth part of the property that may remain, after the above payments, and of all and every advantage appertaining to the same. And whereas, at the time of the execution of the said first recited indenture, the said Henry Nixon was, and continued to be interested with the said Thomas Morris, in the said purchase to the extent of three-sixteenth parts of the whole, or three-eighth parts of the moiety conveyed to the said Thomas Morris—that is to say, that he, the said Henry Nixon, was interested in the said purchase, to the extent of two-sixteenth parts of the whole, or two-eighth parts of the moiety, for and on account of his said wife, Maria Nixon, and in one-sixteenth part of the whole, or one-eighth part of the moiety, for and on his own private account; so as to be entitled to the benefits, and subject to the obligations of said purchase in that proportion; but the legal estate of the whole of said moiety has remained in the said Thomas Morris. And, whereas, the said Henry Nixon, well knowing the tenor and effect of the above recited declaration of trust, made by the said Thomas Morris, did agree with the said Thomas Morris, for the purchase of all his interest in the said moiety, being five-sixteenth parts of the whole premises, or five-eighth parts of the said moiety. And, whereas, the said Thomas Morris, by indenture, dated the twenty-eighth day of May, anno Domini, eighteen hundred and twenty-two, granted and conveyed to the said Henry Nixon, the said undivided moiety of, and in all the lands and tenements, in and by the first above recited indenture, granted and conveyed to Jonathan Williams and Thomas Morris, as tenants in common; excepting therefrom and thereout such parts thereof, as had been theretofore sold and conveyed, as by the said indenture, recorded at Philadelphia, in deed book, J. H, No. 5, page 254, &c., reference being thereunto had, will more fully and at large appear.

Now, therefore, know ye, that the said Henry Nixon doth hereby declare and acknowledge, that no consideration whatever was paid, or to be paid, by the said Henry Nixon to the said Thomas Morris, for or on account of the grant or conveyance of the one-fourth part of the said moiety to him, the said Henry Nixon; and it was at the time of the execution of said indenture, last above mentioned, expressly understood and agreed, that the same should be held by the said Henry Nixon, under and upon the trusts, and for the uses and purposes specified and declared in the before recited declaration of trust, made between Thomas Morris and David Walker and Henry Morris. And the said Henry Nixon, for himself, his heirs, execu-

tors, and administrators, doth hereby covenant, grant, and agree, to and with the said David Walker and Henry Morris, and to and with the survivor of them, and the heirs, executors, and administrators of such survivor, that he, the said Henry Nixon, his heirs, executors, and administrators, shall and will stand and be seised of, and interested in the said one-fourth part of the undivided moiety granted and conveyed to him by the said Thomas Morris, in and upon the following trusts, and for the following purposes, and for no other uses, trusts, interests, or purposes whatever, that is to say, in trust to sell, assign, transfer, and convey, in fee simple, or for any less estate, the whole or any part of the said one-fourth part of the moiety aforesaid, and to make good and sufficient titles to the purchasers for the same, and with the proceeds to pay off and discharge a proportionate part of the debts due, or to grow due, for or on account of the original purchase money, and the interest thereon, and for and on account of the original expenditures, made or to be made, with a view to benefit and improve the property aforesaid, and the interest thereon; and upon the further trust, from and after the full and complete payment of all such debts due, or hereafter to become due, with interest thereon, to assign, transfer, and convey, all the remainder of the said fourth part of the said moiety of the premises above described, or the proceeds thereof, to such person or persons as the said Maria Nixon, by any deed or writing under her hand and seal, executed and delivered in the presence of at least one credible witness, notwithstanding her coverture, and to have the same force and effect as if she were sole and unmarried, shall direct, limit, and appoint, and to his or their heirs and assigns, to the use of such person or persons, their heirs and assigns, in trust, for the sole and separate use of the said Maria Nixon, her heirs and assigns forever. And in default of any direction, limitation, and appointment, as aforesaid, then to transfer, assign, and convey all the said remainder of the said fourth part of the said moiety of the premises aforesaid, to the said David Walker and Henry Morris, and the survivor of them, and the heirs and assigns of such survivor, to the use of the said David Walker and Henry Morris, and the survivor of them, and the heirs and assigns of such survivor, in trust, for the sole and separate use of the said Maria Nixon, her heirs and assigns. In witness whereof, the said Henry Nixon has hereunto set his hand and seal, this ninth day of October, anno Domini eighteen hundred and twenty-five.

(Signed) H. NIXON.

Witnesses,
JOHN HOCKLEY,
GEO. C. CLINTON.

Before me, the subscriber, one of the aldermen of the city of Philadelphia, personally appeared, on the twenty-seventh day of February, A. D. 1829, Henry Nixon, above named, and acknow-

ledged the above indenture to be his act and deed, and desired that it may be recorded as such. Witness my hand and seal.

(Copy.) WILLIAM MILNOR, [L. S.]
Alderman.

THOMAS MORRIS, a citizen of the State of New York,
vs.
HENRY NIXON and Maria, his wife, Henry Morris, Henry J. Williams, and Thomas Biddle, citizens of the State of Pennsylvania. } No. 2.

October Sessions, 1836.—Bill in Equity.

Several answer of Thomas Biddle.

To the Honorable the Judges of the Circuit Court of the United States, in and for the Third Circuit.

The several answer of Thomas Biddle, a citizen of Pennsylvania, to the bill of complaint of Thomas Morris, a citizen of New York.

This respondent, now and at all times hereafter, saving and reserving to himself all and all manner of benefit and advantage of exception, which can or may be had or taken to the many uncertainties, errors, and imperfections, in the said bill contained, for answer thereto, or to so much thereof as this respondent is advised it is necessary for him to make answer unto, answering, saith, that he admits that the complainant and Jonathan Williams, the father-in-law of this respondent, some short time before the second day of January, in the year one thousand eight hundred and twelve, agreed to purchase from the Bank of North America a tract of land, with the appurtenances, (particularly set forth and described in the deed hereinafter referred to,) for the sum of eighty thousand dollars; and, in compliance with such agreement, Henry Drinker, William Waln, and Timothy Paxson, in whom the legal title in the premises was vested, as trustees for the said Bank of North America, by and with the consent of the said bank, granted and conveyed the said tract of land, with the appurtenances, unto the said Jonathan Williams and the complainant, as co-tenants in fee, by an indenture bearing date the second day of January, anno Domini one thousand eight hundred and twelve; (recorded at Philadelphia, in Deed Book, J. C, No. 19, page 224, &c., on the twenty-third day of June, A. D. one thousand eight hundred and twelve,) as by the said indenture, now in the possession of Henry J. Williams, one of the co-defendants of this respondent, and to

which he craves leave, for greater certainty, to refer, will appear, when the same is produced.

This respondent further admits, that the said Jonathan Williams and the said complainant gave the said Bank of North America their bonds and mortgage on the premises, for sixty thousand dollars, and, in addition, gave their notes for ten thousand dollars each, which made up the whole consideration money in the said deed mentioned. The note of the said Jonathan Williams was afterwards paid, some time in the year one thousand eight hundred and twelve; and, in the course of that year, the corresponding note of the complainant was reduced to three thousand three hundred dollars, which has been since fully paid and satisfied; but this respondent doth not know, and hath not been informed, (save by the said bill of complainant,) from whose funds any of said complainant's notes were paid, nor whether all, or what portion thereof was paid out of the funds of the complainant, nor whether any, or what part was paid out of the funds of the said Henry Nixon, one of the defendants in this cause.

This respondent believes it was the intention of the said Jonathan Williams and of the complainant, to sell out the premises in small lots; and admits that the said Henry Nixon and this respondent acted as the agents of the said Williams and the complainant, in the care and management of said estate. He admits, also, that there were quarries of stone upon the premises, which were worked by the direction of the said Jonathan Williams and this complainant, under the general superintendance of this respondent and the said Henry Nixon; but he avers, that immediately after the sale of the present site of the water-works to the city of Philadelphia, hereinafter referred to, so much stone was quarried and sold by the said corporation, as most materially to diminish the receipts from the said quarries, which did not, as this respondent believes, amount to more than the sums expended upon them, and he even doubts if they equalled that expenditure.

This respondent admits that in the year one thousand eight hundred and twelve, a tract or parcel of land (part of the premises,) upon which the city basins and water works have been since erected, containing about six acres, was sold by the said Jonathan Williams and the complainant, to the mayor, aldermen and citizens of Philadelphia, for the sum of sixteen thousand six hundred and sixty-six dollars sixty-seven cents, which parcel of land was conveyed to them by the said Jonathan Williams and the complainant, and a bond of the said corporation taken for the consideration money. This bond was afterwards assigned to the said Bank of North America, in part payment of the bonds and mortgage of the said Jonathan Williams and the complainant.

This respondent admits that a power of attorney was given to this respondent and the said Henry Nixon, by the said Jonathan

Williams and the complainant, dated the twenty-seventh day of June, A. D. one thousand eight hundred and twelve, which power of attorney is not now in this respondent's possession, but he believes it to be recorded in the city of Philadelphia, in Letter of Attorney Book, J. C, No. 1, page 331, and to the said record, he (for greater certainty as to the contents and tenor thereof,) craves leave to refer. This respondent admits, also, that books were opened by A. Frankford, then a clerk in the Bank of North America, in which he believes entries were accurately made, of the receipts and expenditures of the said estate, up to the year one thousand eight hundred and sixteen, which books can be produced if required. After that period, this respondent suffered from ill-health, and for several years paid but little attention to these accounts; what they were, nor where they now are, he cannot say, but he has memoranda or accounts of all his payments and receipts in relation to the said estate.

This respondent admits that a stone store-house and a wharf were built on the premises in the year eighteen hundred and thirteen, or eighteen hundred and fourteen. They were erected under the direction of Joseph Innes, a carpenter, in compliance with the wishes and instructions of the said Jonathan Williams and the complainant, and this respondent avers that they, the said Williams and the complainant, were consulted and advised with, in relation to every matter and thing connected with the said improvements, and that the complainant came on frequently from New York, to inquire into and give directions in relation to them, and to other steps taken to increase the value of the whole property. This respondent did not himself particularly superintend the erection or construction of the said wharf and store, but he saw them occasionally during the progress of the work. The moneys necessary to defray the costs of these improvements, was derived from receipts from the estate itself, and from discounts obtained from the Bank of North America, when they were required, all which will appear from the books of accounts before mentioned.

This respondent avers, that at this time the expenditures largely exceeded the receipts from the estate, and that one moiety of the excess of such expenditures beyond the said receipts, was either raised by accommodation notes, or advanced by this respondent from funds of the said Jonathan Williams, or from the separate estate of the said Christine Biddle, the wife of this respondent, or from his own moneys; but, in the latter case, these advances were charged to the said Jonathan Williams, and to the said separate estate of his said wife. The other moiety of such excess was either raised by accommodation notes drawn and endorsed by this respondent and the said Henry Nixon, or advanced by this respondent on account of the said complainant. These accommodation notes were renewed and kept running on, increasing and diminishing with the receipts and expenditures of the estate, all which was perfectly

well known to the complainant, who, in the year eighteen hundred and sixteen, had furnished to him a balance sheet of the accounts of the whole estate, showing at that time a charge for discounts to the amount of four thousand dollars.

This respondent admits that he received from the complainant, to repay his advances, and answer pressing demands against the said estate, about eight hundred and eight dollars seventy-nine cents, in the year eighteen hundred and twelve; about twelve hundred and fifty dollars in the year eighteen hundred and thirteen; about two thousand dollars in the year eighteen hundred and fifteen; and that in the latter year, the complainant paid to some quarry men who came from the northward, about four hundred and nineteen dollars and sixty-two cents. Of these several sums of money, part was applied to purchase fifty shares of stock in the Upper Ferry Bridge Company, which were either originally issued, or afterwards transferred, forty shares to the said complainant, and ten shares to the said Henry Nixon. The shares of the complainant remained in his name until about six years since, when they were transferred by him to some third person. All the advances aforesaid received from this complainant, were applied by this respondent to the objects for which they were intended, and were fully settled in account with the said complainant in the year eighteen hundred and sixteen, leaving at that time a balance due this respondent, of seven hundred and seventeen dollars twelve and an half cents.

This respondent admits, that previous to the death of the said Jonathan Williams, a number of lots were let on ground rent, which ground rents this respondent believes nominally amounted, at the time of his death, to about the sum of twenty-three hundred dollars. Of these ground rents, a number amounting together to about seventeen hundred and one dollars and fifty cents per annum, were sold by the complainant to Henry J. Williams, as hereinafter stated, and the proceeds of the complainant's moiety thereof, amounting to ten thousand two hundred and nine dollars, were settled in account and paid over by this respondent to the said complainant. Almost all the remaining ground rent deeds were afterwards agreed, by the owners of the said estate, to be cancelled, in consequence of the great depreciation of real estate which soon after took place, and of the inability of most of the tenants to comply with the conditions annexed to their purchase. The tenants, in most instances, reconveyed or surrendered their lots without even paying the ground rent which had fallen due, and were too poor to render any legal proceedings against them effectual.

This respondent admits that some ground rents were received from the said tenants, but he denies that at any time, up to the year eighteen hundred and twenty-two, the income of the estate exceeded the charges, liabilities, interest and expenses for which the said estate and the owners thereof were responsible, and he verily believes that the complainant was fully aware of that fact. From

the death of the said Jonathan Williams, up to the year eighteen hundred and twenty-two, the complainant frequently visited Philadelphia, made constant inquiries from this respondent and from others, in relation to said estate; gave directions, examined the accounts, and consulted generally, as to the interests and management thereof, and appeared at all times to be fully and accurately informed as to its resources, the application of its income, and the measures taken, and expenses incurred for its improvement. He conversed frequently with this respondent on all these subjects, and never showed any want of information, nor made any complaint of omission or neglect in this respondent, or in the said Henry Nixon, to furnish him with accounts or statements, but, on the contrary, appeared to be as well acquainted with what had been done, and what was intended to be done, as this respondent himself.

This respondent admits that the said Jonathan Williams died in the month of May, in the year one thousand eight hundred and fifteen, leaving two children, Christine, the wife of this respondent, and Henry J. Williams, one of the defendants above named, his heirs at law. After the death of the said Jonathan Williams, this respondent and the said Henry Nixon continued to act as agents of the said estate, but the ill health of this respondent prevented him from taking an active part in the concern. He admits that some gravel and stone were sold after the death of the said Jonathan Williams, but not of any great amount. The quantity of stone offered for sale by the city, and the opening of other gravel pits in various places, interfered materially with the receipts from these sources. The proceeds of all such sales, and all other receipts from the estate, were entirely absorbed by the interest due to the Bank of North America, and other charges and expenses incident to the management and improvement thereof.

This respondent admits, that in the year eighteen hundred and nineteen, a sale of about two acres of land was made to the Mayor, Aldermen and citizens of Philadelphia, for the sum of sixteen thousand six hundred and sixty-six dollars and sixty-seven cents, and another in the year eighteen hundred and twenty for a ground rent of two hundred and forty dollars, which was soon after redeemed by the payment of four thousand dollars. Both these sums were paid or passed over to the Bank of North America on account of the debt due for the original purchase of the premises, or of the interest due thereon, or to take up accommodation notes discounted for the use of the said estate.

This respondent knows nothing of the subject of the two notes of five thousand dollars and three thousand dollars, mentioned in the said bill of complaint, as drawn by the said complainant and endorsed by Henry Nixon; but he denies that the proceeds thereof were applied to the purposes of the said estate, unless they were applied to the payment of the ten thousand dollars, part of the original consideration money, for which the complainant had given his note,

and was individually liable; but as to this the respondent knows nothing.

This respondent admits that in the year one thousand eight hundred and sixteen, he purchased on account, and for the separate estate of his wife Christine, a moiety of certain grounds, which, at twelve years' purchase, amounted to ten thousand two hundred and nine dollars. This moiety of these ground rents was afterwards, in the year one thousand eight hundred and eighteen, conveyed to the said Henry J. Williams, one of the trustees of the marriage settlement of the said Christine, and was paid for, from, and understood to be for, the said separate estate of the said Christine, and has been so held by the said Henry J. Williams up to this time. The said sum of ten thousand two hundred and nine dollars was carried to the credit of the said complainant in the books of this respondent, and in part applied to the payment of a balance then due to him by the complainant, and the remainder, amounting to not less than eight thousand dollars, which was at first intended to be paid to the Bank of North America on account of the mortgage on the premises, was subsequently, at the request of the complainant, retained by this respondent, and in the year one thousand eight hundred and seventeen, was paid by him on the drafts of the complainant.

This respondent further says, that he always understood and believed that Mrs. Maria Nixon, the wife of the said Henry Nixon, and the sister of the complainant, was to have an interest in the moiety of the premises held by the complainant, to the extent of one-fourth of the same, (equal to one-eighth of the whole estate,) and he believes that Henry Morris, one of the co-defendants, was also to have an interest therein, to the extent of one-eighth the said moiety (equal to one-sixteenth of the whole estate.) He also believes that the said Henry Nixon was to have some interest therein, but he cannot state its amount.

This respondent further says, that he has heard of the deed of trust executed by the complainant, conveying a proportion of the premises to David Walker and Henry Morris, but he is unacquainted with any particulars in relation to the cause or manner of its execution, or its contents.

This respondent further says, that he was informed in the year one thousand eight hundred and twenty-two, by Henry Nixon, that he had purchased from the complainant his whole estate in the premises. He then believed and understood, and has always since believed and understood, that purchase to have been absolute and bona fide. He never heard from the complainant, nor from any other person, a suggestion or intimation, that any trust existed for the benefit of the complainant, nor for any other person, but always understood the purchase to have been for the sole use and benefit of the said Henry Nixon. The conduct of the complainant was entirely in accordance with, and tended to confirm in every respect, this impression. Before the said sale, he was vigilant and attentive,

making inquiries, and showing a deep interest in every matter connected with the said estate; suggesting plans for its improvement, and consulting and advising with the said Henry Nixon and this respondent on the subject of their execution. After the said sale, he ceased to take, so far as this respondent knows, or heard, any care of, or to pay any attention to the concerns of the said estate. He never wrote or spoke to this respondent, as if he were interested therein; never asked for any information, nor expressed any opinion, nor gave any advice in relation thereto, but abandoned entirely all care of or concern in the whole matter.

And this respondent further says, that his former partner, John Wharton, and himself, had, in company with the said complainant, purchased several parcels of lands in the State of New York, and committed the management thereof to the said complainant, to whom this respondent and the said John Wharton gave a letter of attorney, authorising him to receive the rents, and to dispose of the property whenever advantageous sales could be made. To their great surprise, this respondent and the said John Wharton discovered, some time after, that the complainant had sold the whole estate, received the proceeds thereof, and applied them to his own use without either consulting or advising with his co-tenants, or informing them that he had so done. Some time in the year eighteen hundred and thirty-one, the said John Wharton called on the complainant for the payment of this debt, which, as it was incurred by an abuse of the confidence reposed in him, the complainant ought to have satisfied without delay. In answer to this demand, the said complainant expressly admitted that he had used funds for his own purpose which ought to have been remitted to the said John Wharton and this respondent, but declared he had not the means of paying this debt, although his life depended upon his doing so. He suggested, also, that a chancery suit in New York was expensive, and his inability to pay even the costs would throw them on the said John Wharton, and it was for him to consider whether it would be worth his while to incur them. The complainant at the same time offered, and subsequently did execute a bond, with warrant of attorney, to the said John Wharton, for the sum of about six thousand five hundred and seventy-two dollars and eighty cents; that being the amount due, by his own admission, to the said John Wharton; an equal sum being also due to this respondent; neither of these sums have ever been paid, in part, or in the whole. If this respondent or his late former partner had supposed that the complainant had had any interest whatever in the premises now claimed by him, they would not have submitted to a loss, under circumstances amounting to a breach of trust, without attempting to secure themselves out of an estate which might at any moment been attached by them.

And this respondent denies all manner of unlawful combination and confederacy, wherewith he is charged by said bill; without

this, that there is any other matter, cause or thing, in the said complainant's bill of complaint contained, material or necessary for this respondent to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided, or denied, is true, to the best of his knowledge or belief; all which matters and things this respondent is ready and willing to aver, maintain and prove, as this honorable court may direct; and humbly prays he may be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

THOMAS BIDDLE.
HENRY J. WILLIAMS,
Solicitor for the Defendant.

CITY OF PHILADELPHIA, *ss.*

Thomas Biddle, of the said city, being duly affirmed, doth declare, that the facts and statements contained in the above and aforegoing answer, so far as they are derived from his own knowledge, are true, and so far as they are derived from the information of others, they are true to the best of his knowledge, judgment and belief.

THOMAS BIDDLE.

Affirmed and subscribed before me, this tenth day of April, one thousand eight hundred and thirty-seven.

WILLIAM MILNOR, *Alderman.*

THOMAS MORRIS, a citizen of the State of New York,
vs.
HENRY NIXON, and Maria, his wife, Henry Morris, Henry J. Williams, and Thomas Biddle, citizens of the State of Pennsylvania. } No. 2.

October Sessions, 1836.—Bill in Equity.

Answer of H. J. Williams—Filed April 10, 1837.

To the Honorable the Judges of the Circuit Court of the United States for the Third Circuit.

The several answer of Henry J. Williams, one of the defendants, to the bill of complaint of Thomas Morris, complainant.

This defendant, now and at all times hereafter, saving and reserving to himself all and all manner of benefit, or advantage of exception, or otherwise, which can or may be had or taken to the many errors, uncertainties, and imperfections in the said bill contained, for answer thereto, or to so much thereof as this defendant is advised it is necessary for him to make answer unto, answering, saith: That he admits that the said complainant and Jonathan Williams, the father of this defendant, since deceased, on or about

the second day of January, A. D. one thousand eight hundred and twelve, purchased from the Bank of North America a tract of land and premises, particularly set forth and described in the deed hereinafter referred to, for the sum or price of eighty thousand dollars; and that in pursuance of such agreement, Henry Drinker, William Waln, and Timothy Paxson, in whom the legal title in the premises was vested, as trustees for the said Bank of North America, by and with the consent of the said bank, granted and conveyed the same unto the said Jonathan Williams and Thomas Morris, as co-tenants in fee, by an indenture, tripartite, dated the second day of January, A. D. one thousand eight hundred and twelve, and recorded at Philadelphia, in Deed Book, J. C, No. 19, page 224, on the twenty-third day of June, in the same year, as by the said indenture now in the possession of this defendant, and to which he craves leave to refer, for greater certainty, as to the tenor and contents thereof, will, when produced, appear.

And this defendant admits it to be true, that the said Jonathan Williams and Thomas Morris, the complainant, gave to the said Bank of North America their bonds and mortgages, according to the terms and conditions of the said indenture, for the sum of sixty thousand dollars; and that the said Jonathan Williams at that time either paid, or secured to be paid, the sum of ten thousand dollars in full of his share of the said consideration money, from the payment of which he was, during his life, fully and absolutely acquitted and discharged. This defendant has been informed and believes, that the complainant paid a part of the sum of ten thousand dollars, the balance of his share of the purchase, or consideration money, beyond the mortgages aforesaid, and gave securities for the remainder; which securities, this defendant has been informed and believes, have since been taken up, paid off, and discharged; but this defendant doth not know, hath not been informed, (save by said complainant's bill,) and cannot set forth as to his belief, or otherwise, by whom the same were paid off and discharged, or whether the payment thereof was made from the proceeds, or income of the premises, or from the other funds of the complainant, or by some other person or persons.

And this defendant believes it to be true, that the said Jonathan Williams and Thomas Morris bought the premises, for the purpose of selling them out in lots, from time to time; that they did appoint Thomas Biddle and Henry Nixon their agents, to take the management of the concern; that they, the said Biddle and Nixon, did work some old quarries, opened some new ones upon the said premises, and expended some money in so doing; that a tract of land containing about six acres was sold to the Mayor, Aldermen, and Citizens of Philadelphia, about the twenty-fourth day of June, A. D. one thousand eight hundred and twelve, for the consideration of sixteen thousand six hundred and sixty-six dollars and sixty-seven cents; and the deed granting the same was duly executed by the

said Jonathan Williams and Thomas Morris, and their respective wives, all of whom appear to have acknowledged the same, in the county of Philadelphia, before Richard Renshaw, Esquire, a justice of the peace of said county, the twenty-fifth day of August, A. D. one thousand eight hundred and twelve. And this defendant further believes, that the said sum of sixteen thousand six hundred and sixty-six dollars and sixty-seven cents, was paid to the Bank of North America, in discharge of the principal and interest of the said bonds and mortgages given to them, as hereinbefore stated.

This defendant, further answering, saith, that he believes it to be true, that the said Jonathan Williams and the complainant, did, by letters of attorney, under their hands and seals, constitute and appoint the said Thomas Biddle and Henry Nixon, their attorneys in fact, for the management of said estate; but this defendant doth not know whether the said letter of attorney is accurately set forth in the said bill of complaint, but craves leave to refer to the same, when the same is produced.

This defendant, further answering, saith, he has been informed, and believes it to be true, that some books of account of the said agency were kept either by the said Thomas Biddle or Henry Nixon, or by some person or persons under their direction; that one store and a wharf were built on the premises, in the years eighteen hundred and thirteen, or eighteen hundred and fourteen, or in one of them; but this defendant doth not know under whose immediate direction or superintendence the said wharf and store were built, nor by whom the moneys thus expended were advanced, nor whence they were derived, nor what was the amount thereof.

This defendant has been informed, and believes it to be true, that considerable quantities of gravel and stone were sold from the premises, during the lifetime of the said Jonathan Williams, and that the whole proceeds thereof were expended in clearing or improving the gravel-pits and quarries, or in defraying other charges and expenses incident to the management and improvement of this property.

And he further believes it to be true, that no income or profit whatever, beyond his outlay, was ever received by his said father, during his life, but that, on the contrary, the taxes, charges, interest, improvements, and expenses, considerably exceeded the whole income, and that one-half of such excess was paid by the said Jonathan Williams, or Thomas Biddle, or one of them; but whence the other half of such excess was procured, or derived, or by whom paid, this defendant doth not know, hath not been informed, and cannot set forth, as to his belief, or otherwise.

And this defendant, further answering, saith, that he believes it to be true, that the said Thomas Biddle and Henry Nixon sold or leased, on ground rents, parts of these premises, which ground

rents, on the twentieth day of January, A. D. one thousand eight hundred and fifteen, amounted to a considerable sum, as he was informed by his late father; but he also knows, that subsequently, part of these ground rents were sold by the complainant, as hereinafter stated, and that in consequence of the great depreciation which took place in the value of real estate, most of the purchasers refused to comply with their covenants, or to pay their rent, and threw up their lots, almost all of which were afterwards taken back by the original owners of the premises.

And this defendant doth not know, and hath not been informed, and cannot set forth, as to his own belief, or otherwise, what was the income of the estate in the year eighteen hundred and fifteen, nor whether any, or what advances were made by the complainant, to the said Henry Nixon, or to any other person, for or on account of the premises.

And this defendant, further answering, saith, that it appears by an account furnished to him by the said Bank of North America, that one of the bonds for twenty thousand dollars, of the said Jonathan Williams and Thomas Morris, being the first that became due, was paid off and discharged in the year eighteen hundred and fourteen, being satisfied in part by the bond of the Mayor, Aldermen, and Citizens of Philadelphia, given for the lot of ground hereinbefore mentioned, amounting to sixteen thousand six hundred and sixty-six dollars and sixty-six cents, and the balance of three thousand three hundred and thirty-three dollars and thirty-three cents, was paid by bills discounted,—but what bills these were, this defendant, having no account of them, is unable to set forth.

And this defendant admits, that Jonathan Williams died intestate, on the twentieth day of May, A. D. eighteen hundred and fifteen, leaving two children, viz., this defendant, and Christine, wife of Thomas Biddle; and he has been informed and believes, that Henry Nixon continued to act as the agent of the complainant after the death of the said Jonathan Williams; that between the death of the said Jonathan Williams and the twenty-eighth day of May, in the year eighteen hundred and twenty-two, sundry large quantities of gravel and stone were sold by the said Nixon, but he doth not believe that any lots, or parts of the premises were, during that period, let on ground rent by the said Biddle or Nixon, or by this complainant. And this defendant further saith, that all his knowledge in relation to the matters in the said bill contained, up to the said twentieth day of May, 1815, was derived from conversations with his said father, and Thomas Biddle and Henry Nixon, or some one of them; and that, after the death of his said father, he took out letters of administration to his estate, and then first examined the accounts or statements which had been kept in relation to the premises; (which accounts and statements are not, however, now in his possession;) and he was at that time satisfied,

that no income or proceeds whatever, beyond the expenditures and payments, in relation to the premises, had been received by the said Nixon and Biddle, but that, on the contrary, considerable sums beyond the receipts had been laid out and expended upon the said premises, and for the improvement thereof.

And this defendant, further answering, saith, that after the death of his said father, intestate, the legal title to the undivided moiety of the premises descended to his sister and himself, in equal moieties, subject to the dower of their mother, Mrs. Marianne Williams, widow of the said Jonathan Williams, deceased, and to the provisions of the marriage settlement of the said Christine, and was afterwards granted to, and became vested in Thomas Cadwalader, Esquire, and this defendant, as tenants in common in fee, as to one moiety thereof for the sole use and benefit of this defendant, and as to the other moiety thereof, for the separate use of the said Christine Biddle and her children, for which use it had always been intended and designed, from the first purchase thereof.

And this defendant, further answering, saith, that in the month of April, A. D. eighteen hundred and sixteen, he left this country for Europe, and remained abroad until the months of July, A. D. eighteen hundred and eighteen; that during his absence, and after his return, until the year one thousand eight hundred and twenty-two, although he was kept regularly informed of the different steps taken to improve and realize a profit from the said . . . . estate, and took great interest therein, yet he left the management thereof to the said Thomas Biddle and Henry Nixon, who acted in the premises as the agents of the said Thomas Cadwalader and himself.

This defendant admits, that in the year eighteen hundred and eighteen, while he was absent, a purchase was made in his name, by Thomas Biddle, from the complainant, of an undivided moiety of certain ground rents, reserved and issuing out of the premises, for the sum or consideration of ten thousand four hundred dollars, as will appear by an indenture dated the thirteenth day of March, A. D. one thousand eight hundred and eighteen, recorded in the proper office, in deed book A. M., No. 17, page 523, &c., in the city of Philadelphia, to which this defendant craves leave to refer; but this defendant denies that the said purchase was made for the benefit, or in trust for the said Thomas Biddle, but saith that the said purchase was made for the separate use of the said Christine Biddle, and her children, and that the consideration money thereof was to be paid from the proceeds of the separate estate of the said Christine; and this defendant has been informed, and believes it to be true, that the whole of the said sum of ten thousand four hundred dollars was actually paid to the said complainant, or to his order, by the said Thomas Biddle, out of, or for and on account of the said separate estate of the said Christine.

And this defendant also admits it to be true, that the said Thomas

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Biddle and Henry Nixon, in the year one thousand eight hundred and nineteen, effected a sale of a part of the premises, to the Mayor, Aldermen, and Citizens of Philadelphia, for the sum of sixteen thousand six hundred and sixty-six dollars and sixty-six cents; and also, in the year one thousand eight hundred and twenty, negotiated another sale to the same corporation, for about eighty feet for a ground rent, valued at four thousand dollars, which said portions of the premises were duly conveyed to the said the Mayor, Aldermen, and Citizens of Philadelphia, by indenture executed and delivered by the said complainant, and Sally, his wife, Thomas Cadwalader, and Mary, his wife, and this defendant, as by the same, when produced, will fully appear.

And this defendant believes, that the said ground rent was soon after paid off by the said Mayor, Aldermen, and Citizens, and the two several sums of money abovementioned were duly received by the said Thomas Biddle and Henry Nixon, or one of them, and applied by them to the payment and discharge of the debts and liabilities incurred by the owners of the said estate, for and on account of the same.

And this defendant, further answering, saith, that he doth not know, and hath not been informed, save by said bill of complaint, and cannot set forth as to his belief, or otherwise, whether any or what notes were given by the complainant to the said Henry Nixon; nor whether any, and what advances were made by him to the said Nixon; nor whether such notes or advances were repaid or satisfied; nor whether any, or what sums still remain due on account thereof.

And this defendant further answering, saith, that he has been informed, and believes, that at the time of the purchase of the premises, in the year eighteen hundred and twelve, that Henry Morris, a brother of the complainant, was to be interested therein, to the extent of one-eighth of the moiety thereof; that Henry Nixon, and Maria, his wife, were to be interested therein to the extent of three-eighths of the moiety thereof; that the remaining four-eighths of the said moiety were the sole property of the said complainant, and that the other moiety of the said premises was held by the said Jonathan Williams, for himself and his family. That he afterwards understood that the said Henry Morris had relinquished all his share or proportion of the premises to the complainant, and learned from the deed of the complainant hereinafter referred to, which was shown him by Henry Nixon, that two undivided eighths of the moiety of the said complainant being two-sixteenths of the whole, were conveyed to the said Henry Morris, and David Walker, in fee, as trustees for the separate use of Mrs. Maria Nixon and her children.

And this defendant further answering, saith, that he believes it to be true, that the said David Walker departed this life, leaving the said Henry Morris sole surviving trustee for Mrs. Maria Nixon,

and that the said deed, conveying the said two-eighths of the said moiety to the said Henry Morris and David Walker, in fee, in trust as aforesaid, is in the possession of the said Henry and Maria Nixon, or one of them.

And this defendant further answering, saith, that some time in the year eighteen hundred and twenty-five, the said Henry Nixon called on this defendant, as his counsel, to ask his advice in relation to the proper course to be taken to place the share held in trust for his said wife, in the premises, in a situatiou that might secure it in case of his death, or of any other accidents, for the purposes of that trust; that this defendant advised him, as the whole estate had been conveyed to him by the complainant, and the declaration of trust executed by the complainant had never been recorded, to have a full and accurate statement of the whole matter drawn up, accompanied by a declaration of the trusts upon which the property had been purchased, and was still held by him. This defendant was then requested to have such an instrument prepared, and he accordingly drafted a declaration of trust, which was executed by the said Henry Nixon; and this defendant fully believed, at that time, and still believes, the said declaration contains a true and accurate statement of the circumstances attending the conveyance of the said premises in trust for Mrs. Nixon, and of other matters connected with said estate, to which said instrument, which this defendant believes to be in the possession of Henry Nixon, or Mrs. Nixon, he craves leave to refer, when the same is produced.

And this defendant further answering, saith, that before the year eighteen hundred and twenty-two, this defendant knew nothing, by reputation or otherwise, of the pecuniary embarrassments of the complainant, but he knows that on or about the twenty-eighth day of May, A. D. one thousand eight hundred and twenty-two, he, the said complainant, did execute a deed (which this defendant believes to be correctly set out in the said bill of complaint, but as to which this defendant, for greater certainty, craves leave to refer to the original when produced,) granted and conveyed all his interest in the property in the said bill of complaint mentioned, unto the said Henry Nixon, in fee. And this defendant, at the time of the execution of that deed, believed and was informed by the said Henry Nixon, and has always since believed, that the said deed was an absolute deed, for a valuable consideration, intended, as it purports on its face, to convey all the premises therein mentioned and described, unto the said Henry Nixon in fee, subject only to the incumbrances therein mentioned, to his own use, excepting only the said two undivided eighth parts of the said moiety, previously granted to the said Henry Morris and David Walker, in trust for the said Maria Nixon as aforesaid.

And this defendant further answering, saith, that he never knew, nor was he ever informed, (save by the said bill of complaint,) nor doth he believe, that the said deed was intended as a security for any

advance, nor that the said Henry Nixon acted, after the execution thereof, as the agent of the said complainant in relation to the premises, but on the contrary, always supposed, understood, and believed that the said Henry Nixon acted in relation to the premises as the sole owner thereof, and as interested therein only for his own use and benefit, except as regards the said two undivided eighth parts of the said moiety conveyed in trust for his said wife, Maria Nixon.

And this defendant further answering, saith, that after the execution of the said deed of the twenty-eighth day of May, A. D. eighteen hundred and twenty-two, in or about the month of July, eighteen hundred and tweny-two, this defendant began to act with the said Henry Nixon as agent in superintending and taking charge of the said premises, and has continued so to act with the said Henry Nixon from that time to the present, but he never heard nor understood, nor was he ever informed, (save by the said bill of complaint,) that he was acting for, on account of, or under the direction or control of the said complainant, nor that he was liable or bound to consult with or render any account to the said complainant, or to any other person save the said Henry Nixon, of any of his doings in relation to the said undivided moiety of the said premises, so granted and conveyed to the said Henry Nixon, on or about the twenty-eighth day of May, eighteen hundred and twenty-two.

And this defendant further answering, saith, that he was informed, and always understood and believed, and still doth believe, that on the twenty-eighth day of May, eighteen hundred and twenty-two, there was not in the hands of the said Thomas Biddle or Henry Nixon, any balances which had been received or derived from the sale, receipts, or income of the said property, but that the whole of such receipts had been laid out and expended in discharging liabilities and charges, to which the said estate was subject; and he knows, on the said twenty-eighth day of May, one thousand eight hundred and twenty-two, there was due to the Bank of North America, on the bonds and mortgages given for the purchase or consideration money of the premises, the sum of twenty-nine thousand two hundred and two dollars, seventy-eight cents, with some arrears of interest, and that for some years after that period, the total receipts fell considerably short of the charges to which the estate was necessarily subject, and that this defendant was obliged to ask, and did obtain as agent in the premises, accommodation from the Bank of North America to enable him and the said Henry Nixon to pay the current interest and expenses to which they were subject.

And this defendant further answering, saith, that he was at all times previous to the said twenty-eighth day of May, eighteen hundred and twenty-two, ready and willing to communicate to the said complainant, so far as he the said defendant was acquainted with them, every circumstance connected with, or in any way concern-

ing the said premises; and finds the said complainant has admitted that he did furnish him with an account of some of them in the year eighteen hundred and nineteen, but after the execution of the said deed of the twenty-eighth day of May, eighteen hundred and twenty-two, this defendant firmly believing the said Henry Nixon, and Maria, his wife, to be sole owners of the moiety of the premises formerly held by the complainant, did not consider himself at liberty, without their consent, to communicate any thing in relation thereto, to a person whom he supposed to be an entire stranger in point of interest and title to all matters connected therewith; and he therefore declined furnishing the complainant with any information in relation thereto, when applied to by him in the year eighteen hundred and thirty-six, giving him the reasons for such refusal, and referring him to Mr. Henry Nixon, as the proper person of whom to make inquiries.

And this defendant further answering, saith, that from the year eighteen hundred and twenty-two to the present time, he has always resided in the city of Philadelphia, and could have been found without difficulty by the said complainant, and yet, until the month of May, eighteen hundred and thirty-six, he never heard from the said complainant, nor from any one on his behalf, either personally or by letter, or in any other way, any inquiry in relation to the said estate, nor any suggestion that any other person or persons, excepting the said Henry Nixon and Maria, his wife, had any interest in the said moiety of the premises granted to the said Henry Nixon by the deed of the twenty-eighth day of May, eighteen hundred and twenty-two, nor that any trust for the use and benefit of the complainant had been created; but on the contrary, although this defendant always understood and believed that up to the year eighteen hundred and twenty-two, the said complainant took an active and important part in many, if not in all the arrangements made for the sale and improvements of the said premises, yet since that time he has never, so far as this defendant was concerned, either by letter or in person, taken or attempted to take any part in the management of the said premises, nor given any intimation to this defendant, (except in the month of May, one thousand eight hundred and thirty-six,) that he had any right thereto, or interest therein, or expressed any wish to know the state of any accounts of the receipts therefrom, or expenditures thereupon.

And this defendant further says, that he has, since the year one thousand eight hundred and twenty-two, regularly accounted with the said Henry Nixon, for his part of the management of the said estate; the said Henry Nixon acting always with this defendant, and being consulted by him in relation to every matter and thing done, or intended done, in the premises; and he denies that he is bound to give any information, or to furnish any accounts, or answer any inquiries made by the complainant in relation to matters occurring since the said twenty-eighth day of May, A. D. one thousand eight

hundred and twenty-two, when the said premises were purchased from the said complainant by the said Henry Nixon.

And this defendant denies all, and all manner of unlawful combination and confederacy, wherewith he is charged by said bill, without this, that there is any other matter, cause or thing in the said complainant's bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is true, to the best of his knowledge or belief.—All which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court may direct, and humbly prays he may be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

HENRY J. WILLIAMS,
Solicitor for Dft.

CITY OF PHILADELPHIA, *ss.*

Henry J. Williams, of the said City, being duly sworn, deposes that the facts and statements contained in the above and aforegoing answer, so far as they are derived from his own knowledge, are true; and so far as they are derived from the information of others, they are true to the best of his knowledge, judgment, and belief.

HENRY J. WILLIAMS.

Sworn and subscribed before me, this 10th day of April, A. D. 1837.

S. BADGER, *Alderman.*

THOMAS MORRIS, a citizen of the State of New York,
vs.
HENRY NIXON and Maria, his wife, Henry Morris, Henry J. Williams, and Thomas Biddle, citizens of the State of Pennsylvania. } No. 2.

October Sessions, 1836.—Bill in Equity.

Several Answer of Henry Morris—Filed 10th April, 1837.

To the Honorable the Judges of the Circuit Court of the United States, in and for the Third Circuit.

The answer of Henry Morris, one of the defendants to the bill of complaint of Thomas Morris, complainant.

This defendant, now and at all times hereafter, saving and reserving to himself all and all manner of benefit and advantage of exception, and otherwise, which can or may be had or taken to the

many errors, uncertainties, and imperfections, in the said bill contained, for answer thereto, or to so much thereof as this defendant is advised it is necessary for him to make answer unto, answering, saith: That he has been informed, and believes it to be true, that the complainant, and Jonathan Williams, (since deceased,) did, in or about the year eighteen hundred and twelve, purchase from the Bank of North America, a tract of land for the sum of eighty thousand dollars; but he doth not know, and hath not been informed (save by the said complainant's bill,) in whom the legal title to the said tract of land was at that time vested, nor to whom it was conveyed, nor the date, parties to, or contents of, the indenture by which the said premises were granted or conveyed, nor whether the same is, or is not correctly recited in the said complainant's bill of complaint; nor whether the bonds and mortgages, or notes, in the said bill of complaint mentioned, were or were not executed and delivered, or given by the said complainant and the said Jonathan Williams; nor when they became or were to become payable, nor whether, nor how, nor when the same, or any parts or portions thereof, were paid; nor whether the said Thomas Biddle and Henry Nixon were appointed agents of the said complainant and Jonathan Williams. But this defendant has been informed, and believes it to be true, that the said Henry Nixon did act as the agent of the said complainant, in relation to the said premises so purchased as aforesaid; but for what length of time, under what authority, and for what purposes, this defendant doth not know, hath not been informed, (except by said complainant's said bill,) and cannot set forth, as to his belief or otherwise.

This defendant further answering, saith, that he has been informed, and believes, that there were quarries of stone on the said premises; but when, or by whom, or how, they were opened or worked, or by whom the money for that purpose was furnished, or by whom the proceeds were at any time received, this defendant hath not been informed, doth not know, and cannot set forth, as to his belief or otherwise.

This defendant has heard, and believes, that a sale of a part of the premises was made to the Mayor, Aldermen, and Citizens of Philadelphia, but he doth not know, and hath not been informed, (except by said complainant's bill,) and cannot set forth, as to his belief or otherwise, by whom the said sale was made, the quantity of land sold, the amount paid, or secured to be paid, nor the person who received the proceeds thereof, nor to what purpose they were applied.

This defendant doth not know, and hath not been informed, (except by the complainant's said bill of complaint,) and cannot set forth, as to his belief or otherwise, whether the said Thomas Biddle and Henry Nixon were appointed attorneys in fact, for the said complainant and the said Jonathan Williams, by a letter of attorney, under their hands and seals, or otherwise, nor whether they

acted under any such letter of attorney; nor whether they kept any books of accounts of such agency, or of the receipts and expenditures on account of the said premises; but he has understood and believes, that a store-house and wharf were erected on a part of the said premises. He doth not, however, know, and hath not been informed, (except by said complainant's bill,) and cannot set forth, as to his belief or otherwise, the cost thereof, nor the persons by whom the same was settled and paid.

This defendant has heard, and believes, that considerable quantities of gravel and stone were taken from the premises and sold or disposed of; but he doth not know, and hath not been informed, and cannot set forth, as to his belief or otherwise, the amount of such sales, nor the persons to or by whom they were made, nor by whom the proceeds thereof were received, nor how they were applied. He hath also heard, and believes, that certain portions of the premises were leased on ground rents, but doth not know, and hath not been informed, and cannot set forth, by whom the said leases were made, what were the rents reserved, by whom they were received, nor to what purposes they were applied, nor whether any sums of money were obtained, for other sales, or from tenants of the premises; nor whether any payments were made to the Bank of North America, on account of the bonds or mortgages, or interest thereon, or for other purposes, nor whether any, or what advances were made by the complainant for or on account of the said estate.

This defendant hath understood, and believes, that the said Jonathan Williams departed this life some time in the year one thousand eight hundred and fifteen, but whether intestate or not, this defendant doth not know, and hath not been informed, (except by said bill of complaint,) and cannot answer as to his belief or otherwise. He believes that the said Jonathan left two children, Henry J. Williams and Christine, wife of Thomas Biddle, as stated in said bill of complaint.

This defendant has an indistinct recollection that he was informed by the complainant, (from whom he received most of his information in relation to the matters whereunto he has answered,) that a sale of a portion of the premises was made in the year one thousand eight hundred and nineteen, or thereabouts, to the City of Philadelphia, but doth not know, and hath not been informed, (save by said bill) by whom the deeds were signed; nor what was the amount of the purchase money; nor to whom it was paid; nor to what purposes it was applied; nor doth he know, nor hath he been informed, save by said bill of complaint, any matters or thing relative to the sale of eighty feet, to the said Mayor, Aldermen, and Citizens of Philadelphia, mentioned in said bill of complaint, nor how any of the proceeds thereof, (if any such there were,) have been applied; nor whether any, or what notes were given, endorsed, or discounted, as stated in said bill of complaint; nor whether the same, or any part thereof, have been paid or satisfied;

nor whether any, or what advances were made by the complainant to the said Henry Nixon, or to any other person or persons on account of the premises; nor whether any sale of ground rents was made by the complainant in the year eighteen hundred and sixteen, or at any other time to Thomas Biddle or Henry J. Williams, or either or both of them, or in trust for either or both of them, or for any other person.

And this defendant further answering, saith, that he — heard, at or about the time of the purchase by the said Jonathan Williams and Thomas Morris, that the said Henry Nixon was to have a share or portion of the profits of the purchase, but he doth not know, and hath not been informed, (save by said bill of complaint,) and cannot set forth as to his belief or otherwise, what the amount or proportion of that share was to have been, nor whether such share of the said Henry Nixon was or was not conveyed in whole or in part, in trust for the said Maria Nixon, by the instrument hereinafter referred to.

This defendant admits that the said Thomas Morris, by an instrument of writing, dated 25th May, 1820, duly executed and delivered, (a copy whereof is hereunto annexed, which the defendant prays may be taken as part of this answer,) did grant to this defendant, and David Walker, as co-tenants in fee, one-fourth part of an undivided moiety, or one-eighth part of the whole of the premises, to be held by them in trust for Mrs. Maria Nixon, wife of Henry Nixon, and her children; and that since the date of the said instrument, David Walker has departed this life, leaving this defendant the sole surviving trustee.

And this defendant further answering, saith, that he doth not recollect the exact year, but a short time before the date of the deed, hereinafter referred to, this defendant was informed by his brother, the complainant, that in consequence of an unexpected and pressing demand, he was under the immediate necessity of raising five thousand dollars; and said complainant requested him to set out from New York, where they then were, to Philadelphia, to endeavour to procure from Mr. Henry Nixon a loan of that amount, authorizing him to offer security upon the premises, which were then known as "*the Hills.*" This defendant went accordingly to Philadelphia, and applied to the said Henry Nixon for the requisite sum of money, which he at once declined lending, in consequence of his own business requiring all the funds he could command. This defendant then explained to him the cause of the necessity under which the complainant laboured, and he agreed to endeavour to obtain it. When this defendant again saw the said Henry Nixon, he said he considered it very doubtful whether "the Hills" property would more than pay the claims upon it, and that he could not consent to make the loan, unless Thomas Morris would convey the property to him; adding, that if the property should eventually turn out well, he would account to Thomas Morris for it, and share

it with him. When this defendant again saw said Nixon, after the last meeting with him, he informed this defendant that he had consulted John Sergeant, Esquire, upon the subject, and had been by him advised, upon no account to let the complainant have the money, unless an absolute bona fide conveyance of the whole premises was made, with a full understanding that there was to be no trust in the case; and that in accordance with this advice, he would not let the complainant have the money, unless upon those terms. Upon receiving this answer, this defendant returned to New York, and communicated the determination of said Henry Nixon to the complainant, who was exceedingly unwilling to convey the property, except as a trust; but, as it was absolutely necessary that he should have the money, both he and Sally Morris, his wife, executed a deed, which had in the interim been prepared in Philadelphia, and forwarded to New York; and this defendant then returned to Philadelphia, with directions to make the best arrangements he could. This defendant found Henry Nixon resolved to do nothing in the business, unless the conveyance was absolute and bona fide, and he was therefore obliged to deliver the deed without any promises of trust. This defendant was, however, satisfied in his own mind, that if the property turned out well, Henry Nixon would give a handsome share of it to the complainant; and it was in consequence of this impression, that in his correspondence with the complainant, after the above mentioned transaction, he always wrote as if he, the complainant, was still interested in the successful result of the purchase. This defendant understood and believes, that the said sum of five thousand dollars was paid by the said Henry Nixon, immediately after the execution of the said deed to the complainant, according to the terms of said understanding.

This defendant doth not know, and hath not been informed, (save by the said complainant's bill,) and cannot set forth, as to his belief, or otherwise, whether the said Henry Nixon had, at the time of the execution of the deed to him above mentioned, rendered any accounts to the said Thomas Morris, the complainant, nor whether the said Henry Nixon made the sale for twelve thousand dollars, in the year 1824, to the Mayor, Aldermen, and Citizens, as in the said bill of complaint mentioned, but he saw in the newspapers a statement, that in or about the year 1828, a large sale of a portion of the premises, and he believes for about the sum of sixty-seven thousand dollars, had been made to the Mayor, Aldermen, and Citizens of Philadelphia aforesaid. He doth not, however, know, and hath not been informed, (save by said bill of complaint,) and cannot set forth, as to his belief, or otherwise, by whom the said consideration money was received, nor how it was paid, nor for what purposes it was applied.

And this defendant, further answering, saith, that he doth not know, and hath not been informed, (save by said bill of complaint,) and cannot set forth as to his belief, or otherwise, whether any or

what deeds of conveyances were made in the year 1829, by the said Henry Nixon, to the said Henry J. Williams, nor what was the object of such deeds, if any such were made, nor whether any trust was created for the purposes in the said bill of complaint mentioned, nor what sales or leases have been made of any parts of the premises, by the said Henry Nixon, nor whether any proceeds of the moiety thereof passed into the hands of Henry Nixon, or of other persons, for his use, nor whether he has received any other rents, issues, or profits of the said premises.

And this defendant, further answering, saith, that at the time of the original purchase of the premises, as stated in the said bill of complaint, it was understood between himself and the said Thomas Morris, the complainant, that he, the said Henry, was to have an interest in the said purchase, subject to all payments and charges, made or incurred in relation thereto, to the extent of one-eighth of a moiety, or one-sixteenth part of the whole, but he soon after gave up all his interest therein to the complainant, and has not now any claim or pretence of claim to the premises described in the said bill of complaint, or to any part thereof, or to the rents, issues, profits, or proceeds thereof, except as trustee of Mrs. Maria Nixon, under the instrument of writing hereunto annexed, and hereinbefore referred to.

And this defendant denies all and all manner of unlawful combination and confederacy, wherewith he is charged by said bill, without this, that there is any other matter, cause, or thing in the said complainant's bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true, to the best of his knowledge or belief; all which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honourable court may direct; and humbly prays he may be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

HENRY J. WILLIAMS,
For Respondent.

CITY OF PHILADELPHIA, *ss.*

Henry Morris, of the said city, being duly sworn, deposes that the facts and statements contained in the above answer, so far as they are derived from his own knowledge, are true; and so far as they are derived from the information of others, they are true, to the best of his knowledge, judgment, and belief.

HENRY MORRIS.

Sworn before me, this 28th of February, 1837.

WILLIAM MILNOR, *Alderman.*

This agreement, made and entered into this twenty-fifth day of May, 1820, by and between Thomas Morris, of the city of New York, of the one part, and David Walker, of the city of Philadelphia, and Henry Morris, of Paterson, in New Jersey, of the other part, witnesseth:—

Whereas, some time in the year 1812, Jonathan Williams, of the city of Philadelphia, and the above named Thomas Morris, did purchase of the Bank of North America a tract of land in Penn Township, containing eighty acres, and upwards, for the sum of eighty thousand dollars; the said tract of land being in part bounded on the river Schuylkill, and situate between that river and the city of Philadelphia, and which said tract is commonly known by the name of Morrisville or Fair Mount; and whereas, by the terms of the said purchase, the same was to be held, and was actually conveyed to the said Jonathan Williams and Thomas Morris, as joint tenants, each to own an equal undivided moiety of the same; and whereas it was intended by the said Thomas Morris, after the said purchase was completed, that his sister, Maria Nixon, should be entitled to receive the one-quarter part of all the benefit and advantages which might arise from a resale of the said property, or parts thereof, beyond the original cost, with interest thereon, and such expenditures as might be made on the property, with a view to benefit the same, and interest on such expenditures; and whereas various sales have at sundry times been made of different parts of the said property, at rates far exceeding the price given for the same, and there is now a speedy prospect of the whole amount of the purchase money, with the interest thereon, and the expenses of improvement and interest thereon, being repaid out of the sales of a small portion of the original purchase, in consequence of which the said Maria Nixon will become entitled to have and receive the one-quarter part of the portion that may be left to the said Thomas Morris, after the completing the above mentioned payment. Now, therefore, in order to secure to the said Maria Nixon, or in the event of her death, to her children, the benefits above enumerated, the said Thomas Morris does hereby covenant and agree, for himself, his heirs, executors and administrators, to and with David Walker, of the city of Philadelphia, and Henry Morris, of Paterson, and with the survivor of them, that at any time after the payment of all the debts due for the original purchase, and subsequent improvement of the above estate, with interest thereon, shall be paid for and discharged, either from sales of a part of the property, or advantages belonging to the same, or by payments made by the said David Walker, or Henry Morris; that the said Thomas Morris will convey to them, the said David Walker, or Henry Morris, or to the survivor of them, in trust, for the sole and exclusive benefit of the said Maria Nixon, the one-quarter part of the property that may remain after the above payment, and of all and every advantage appertaining to the same.

And it is hereby expressly admitted by the said Thomas Morris, that in settling and paying the said purchase money and expenses, the said Maria Nixon is to be credited with the one-quarter part of all the moneys received, or that have arisen, or may hereafter arise or be received from sales of the said property; that is to say, the one-quarter part of the said Thomas Morris's portion.

THOMAS MORRIS, [L. S.]

Sealed and delivered in the presence of
JOHN HOCKLEY.

PHILADELPHIA, *ss.*

Before me, the subscriber, an alderman of the city of Philadelphia, personally appeared John Hockley, a subscribing witness to the foregoing deed, who, being duly affirmed, did declare and say, that he was present, and did see Thomas Morris, the party subscribing the said deed, sign, seal and deliver the same, as and for his act and deed; and that the name of John Hockley, thereto set as a witness, is the proper hand-writing of the deponent. Witness my hand and seal, this twenty-sixth day of February, A. D. 1829.

WILLIAM MILNOR, *Alderman.*

The above is a true copy of the original.

THOMAS MORRIS, a citizen of the State of New-York,
vs.
HENRY NIXON, and MARIA, his wife, HENRY MORRIS, HENRY J. WILLIAMS, and THOMAS BIDDLE, citizens of the State of Pennsylvania. } No. 2.

October Sessions, 1836.—Bill in Equity.

Several Answer of Maria Nixon.

To the Honourable the Judges of the Circuit Court of the United States, in and for the District of Pennsylvania, sitting in Equity.

The separate answer of Maria Nixon, to the bill of complaint of Thomas Morris.

This respondent, saving and reserving to herself now, and at all times hereafter, all and all manner of exceptions to the various errors, imperfections and uncertainties in the said bill contained, for answer thereunto, or unto so much thereof as she is advised that it is material for her to answer unto, answereth and saith: That she has a clear recollection of Mr. Nixon mentioning to her, before the purchase of the Hills, on Fair Mount estate, in the year one thousand eight hundred and twelve, that the Bank of North America

proposed selling the property which had been owned by respondent's father, and that he at the same time expressed a wish that he had the means of becoming a purchaser. This respondent urged him to make an effort, and, indeed, pressed it so strongly, that in a few days afterwards, when respondent's brother, Henry Morris, was with them, Mr. Nixon mentioned to him what had passed. Mr. Henry Morris appeared as much interested as respondent in the desire to regain the property, and said he had no doubt their brother, Thomas Morris, (the complainant,) would gladly join them. He further said, he would go to New-York, and propose it to Thomas Morris, which Mr. Nixon agreed to. He did accordingly go to New-York. This respondent understood that Mr. Thomas Morris immediately consented. Soon after Mr. Thomas Morris came on, and the purchase was concluded. Mr. Thomas Biddle having previously conversed with Mr. Nixon on the subject of the sale and purchase of the property, put in a claim to interest General Jonathan Williams in the property. This respondent always understood that General Williams held one-half or eight-sixteenths; that Thomas Morris was to furnish all necessary advances for one-half, and hold four-sixteenths on his own account; one sixteenth for Henry Morris, and three-sixteenths for Mr. Nixon. Of these three-sixteenths, two were afterwards settled by the said Thomas Morris, upon this respondent, with Mr. Nixon's consent. This respondent understood, that after some time Henry Morris relinquished his right to one-sixteenth to Thomas Morris, in the course of other transactions of business between them. This respondent firmly believes that Thomas Morris was perfectly well acquainted with all transactions of business relative to the estate, until the year one thousand eight hundred and twenty-two. He was frequently in Philadelphia, for many years after the purchase was made, and this respondent was often present when matters relative to the estate appeared to be fully discussed between him and Mr. Nixon, and occasionally Mr. Thomas Biddle.

And this respondent further says, that in may, 1822, when Mr. Nixon informed her of her brother Thomas's necessities, and what had passed between himself and her brother, Henry Morris, he also told her, that nothing but the urgency of the case would have induced him to consent to borrow or raise that sum of money; that he had promised to do so, but that he must be secured, as his responsibilities at the Bank of North America, for Thomas Morris and others, were sufficient to embarrass him. He also told this respondent, that Mr. Sergeant and himself had had much conversation on the subject; that Mr. Sergeant had not only been a counsellor, but a friend, and had advised not to think of taking the property as a trust, or on mortgage, (which Henry Morris had proposed,) but to insist upon a bona fide sale, or not to involve himself further. He also told this respondent, that Mr. Sergeant doubted whether the estate would eventually repay him. And this respondent further

says, that Mr. Nixon has always been in the habit of conversing fully and freely with her on his affairs. She remembers, perfectly, all the particular transactions stated in his answer, (which this respondent had perused,) as he had mentioned them to her at the time of their occurrence. This respondent knows that he fully and entirely considered Thomas Morris's interest in the Hills estate to have been positively sold to him, not only from what occurred and what was said at the time, but also, because at a time of considerable uneasiness afterwards, caused by embarrassments Mr. Nixon was under from the difficulties of others, this respondent and Mr. Nixon often consulted together, (if a disposition of property should become imperative,) which property it would be best to sell; Fairfield, their residence on the Ridge Road, or the Hills, to meet the difficulties. And this respondent knows, also, that previously to the above mentioned difficulties, Mr. Nixon had proposed to Mr. G. M'Callmont, to become a purchaser of part of the Hills estate. Mr. M'Callmont went with him to see the property, and then came to Fairfield to dinner. This respondent further answering, says, she knows that Mr. Nixon has made the greatest exertions to improve the property, and to avoid the necessity of parting with it, and has submitted to privations, and endured anxiety of mind for many years, that he could not, and would not have done for the ultimate benefit of another. And this respondent further says, that she remembers Thomas Morris being at Fairfield, in the summer of the year of La Fayette's arrival in this country. He dined there in the most friendly manner, and not a word was said about the Hills estate in her presence. Neither does she believe that he made any inquiries relative to the estate of Mr. Nixon.

And this respondent further says, that she well remembers the occurrence of the year eighteen hundred and twenty-eight. Late on a Saturday afternoon, this respondent thinks in the spring of the year, Mr. Thomas Morris arrived at Fairfield. Mr. Nixon was not at home, but when some of the family saw him in the lane, Mr. Morris went out to meet him. They soon returned to the house together. In the evening, Mr. Nixon and Mr. Morris being in conversation in the piazza, this respondent joined them. After a short pause, Mr. Nixon said to this respondent, "you will be concerned to hear that your brother has come here in great distress, and wishes me to lend him ten or eleven thousand dollars, which I cannot do, as you well know." Mr. Morris then spoke of his distressed situation, the disappointment in money matters which led to his present difficulties, and spoke too of the difficulty of providing for his numerous family, although they practised the greatest economy, and that he knew not what would become of him if he lost his office, which would be the case if he did not obtain this sum of money. This recital (added to circumstances respecting his family concerns, which he had related to this respondent in the early part of the evening,) excited the strongest sympathy of this

respondent, and when Mr. Nixon repeated the statement of his inability to lend such a sum of money, this respondent said, "Mr. Nixon, do what you can, and then take what my mother left me to make up the deficiency." Mr. Morris immediately accepted this respondent's offer, saying, this respondent should not lose it, he certainly would repay her. To explain this conversation, it is necessary to state, that early in the evening, before Mr. Nixon's return, Mr. Morris had asked this respondent how much her mother had left her, and this respondent had told him she believed it was between six and seven thousand dollars. He seemed surprised, and said he thought it had been ten thousand dollars. This money, (or rather stock, for it was in stock,) upon reflection afterwards, this respondent determined not to send to him. She thought she had not a right to give it to him, and felt well assured he would never repay it. His manner, subsequent to her offer, had convinced her that he had previously determined in his own mind to get possession of that money, if he could not obtain what he wanted in any other way. Mr. Nixon thought this respondent wrong in having made the offer, and when this respondent told him she would write to her brother and tell him why she did not comply with her offer, Mr. Nixon promised her to lend him five thousand dollars, which he said must satisfy him, telling this respondent at the same time, that he never would again be induced by any intreaties or tales of distress, to give or lend him any sum of money whatever, and that he would see him in the morning before he left Fairfield and tell him so. This respondent did accordingly write to her brother, and she understood from Mr. Nixon that on the following Monday he sent on the five thousand dollars. And this respondent most solemnly asserts, that niether during the above mentioned conversation, nor at any time in her presence, was there any mention of the Fair Mount or Hills estate. Mr. Morris did not ask for this money as a right, from having any interest in, or expectation from that estate. He asked for it to relieve him from great distress. He solicited it as a favour and as a loan.

And this respondent denies all and all manner of confederacy and unlawful combination wherewith she is by the said bill charged, without this, that there is any other matter, cause, or thing in the said complainant's bill of complaint contained, material or necessary for her to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true, to the knowledge or belief of this respondent; all of which matters and things she is ready and willing to aver, maintain, and prove, as this honorable court shall direct; and humbly prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

MARIA NIXON.

Maria Nixon, the above respondent, being duly sworn, declares

that the facts set forth in the above answer, so far as they are stated on her own knowledge, are true, and so far as they are derived from information of others, she believes them to be true.

MARIA NIXON.

Sworn, April seventh, one thousand eight hundred and thirty-seven, before me,

WILLIAM MILNOR, *Alderman.*

In the Circuit Court of the United States in and for the Eastern District of Pennsylvania. In Equity.

THOMAS MORRIS, Complt., *vs.* HENRY NIXON & al., Defendts. } On Bill.—Exceptions.

Exceptions to the several answer of Henry Nixon, one of the defendants to the bill of complaint of Thomas Morris, complainant.

For that the said Henry Nixon hath not answered, whether he, the said Henry Nixon, made two conveyances of different parcels of the premises in the said bill particularly described, to the said Henry J. Williams, in fee simple: one dated the eighth of May, in the year of our Lord 1829, for the consideration of fifteen thousand dollars expressed in said deed; the other, dated the seventh of February, in the year of our Lord 1829, for the consideration of eighteen thousand dollars; and whether said deeds, though they pretended on the face of them to be absolute conveyances, were intended to be, and operated as a mere security for loans, and advances made by the said Thomas Biddle to the said Henry Nixon, and that they have been so considered by them, said deeds being made to and in the name of the said Henry J. Williams in trust for, and for the benefit of the said Thomas Biddle, all which is inquired of by the complainant's bill.

In all which particulars the said complainant excepts against the said defendants' answer, as imperfect and insufficient, and therefore prays, that the said defendant may put in a better and further answer thereto.

CH. CHAUNCEY,
Solr. for Complt.

In the Circuit Court of the United States in and for the Eastern District of Pennsylvania. In Equity.

THOMAS MORRIS, Complt., *vs.* HENRY NIXON & al., Defendts. } On Bill.—Exceptions.

Exceptions taken to the several answer of Thomas Biddle, one of the defendants to the bill of complaint of Thomas Morris, complainant.

For that the said Thomas Biddle hath not answered, whether the said Henry Nixon made two conveyances of different parcels of the premises in said bill particularly described, to the said Henry J. Williams, in fee simple: one dated the eighth of May, in the year of our Lord 1829, for the consideration of fifteen thousand dollars, expressed in said deed; the other, dated the seventh of February, in the year of our Lord 1829, for the consideration of eighteen thousand dollars; and whether said deeds, though they pretended on the face of them to be absolute conveyances, were intended to be or operated as a mere security for loans, and advances made by the said Thomas Biddle to the said Henry Nixon, and that they have been so considered by them, said deeds being made to and in the name of the said Henry J. Williams in trust for, and for the benefit of the said Thomas Biddle; all which is inquired of by the complainant's bill.

In all which particulars the said complainant excepts against the said defendant's answer, as imperfect and insufficient, and therefore prays, that the said defendant may put in a better and further answer thereto.

CH. CHAUNCEY,
Sol'r. for Complt.

In the Circuit Court of the United States in and for the Eastern District of Pennsylvania. In Equity.

THOMAS MORRIS, Complt.,
vs.
HENRY NIXON & al., Defendts. } On Bill.—Exceptions.

Exceptions taken to the several answer of Henry J. Williams, one of the defendants to the bill of complaint of Thomas Morris, complainant.

For that the said Henry J. Williams hath not answered, whether the said Henry Nixon made two conveyances of different parcels of the premises in the said bill particularly described, to him, the said Henry J. Williams, in fee simple: one dated the eighth of May, in the year of our Lord 1829, for the consideration of fifteen thousand dollars, expressed in said deed; the other, dated the seventh of February, in the year of our Lord 1829, for the consideration of eighteen thousand dollars; and whether said deeds, though they pretended on the face of them to be absolute conveyances, were intended to be, and operated as a mere security for loans, and advances made by the said Thomas Biddle to the said Henry Nixon, and that they have been so considered by them, said deeds being made to and in the name of the said Henry J. Williams in trust for, and for the benefit of the said Thomas Biddle; all which is inquired of by the complainant's bill.

In all which particulars the said complainant excepts against the said defendant's answer, as imperfect and insufficient, and therefore prays, that the said defendant may put in a better and further answer thereto.

CH. CHAUNCEY,
Solr. for Complt.

To the Honorable the Judges of the Circuit Court of the United States in and for the Eastern District of Pennsylvania, in the third Circuit.

The Petition of the Plaintiff sheweth:

That your petitioner, having filed his bill in this honorable court, against the above named defendants, they appeared and put in their answers thereto, to which answers your petitioner hath excepted; that the exceptions have not been heard; that your petitioner is advised to amend his said bill. Your petitioner therefore prays, that he may be at liberty to amend his said bill by adding thereto, and inserting after the last averment and charge in the said bill, the following averment and charge, to wit:

And your orator further charges and insists, that even if the said conveyances had been intended by the parties thereto, to operate as an absolute sale and transfer of the premises; yet in as much as your orator was then embarrassed and in difficulty, the said Nixon was the agent of your orator in respect to said premises, in whom your orator reposed confidence, the consideration inadequate, and the conveyance pressed upon him at the time, when he stood in need of a loan from the said Nixon, the conveyance was unconscientious and obtained through surprise, imposition, and the taking of an undue advantage of your orator's situation, and for these reasons the premises ought to be reconveyed to your orator. And that the said defendants may be required to answer to said bill so amended.

CH. CHAUNCEY, *Solr. for*
THOMAS MORRIS.

Thomas Morris, of the City of New York, being duly sworn, deposeth and saith, that some time in the month of September, 1836, he, this deponent, filed a bill of complaint on the equity side of this honorable court, against the above named defendants; that in his said bill of complaint he alleged that he, this deponent, had, in connection with the late Jonathan Williams, purchased from the bank of North America, about eighty acres of land in Penn Township, adjoining to the City of Philadelphia, which purchase was made by them on the second day of January, 1812; that shortly after having made such purchase they employed Thomas Biddle and Henry Nixon, two of the above named defendants, to sell and dispose of parts of the lands so purchased, as the agents of the said

Jonathan Williams and of this deponent; that shortly thereafter they executed a formal power of attorney to them, authorizing them to sell and dispose of the said property, and to receive the avails of all sales, and apply the same in such manner as they might deem most conducive to the interests of the said Jonathan Williams and this deponent; that accordingly the said Thomas Biddle and Henry Nixon contracted for various sales, some to individuals and some to the corporation of the City of Philadelphia; that they caused one or more books to be opened, in which regular entries were or ought to have been made of all sales, either in fee or on ground rents of various parts of the said property, of the various amounts received from such sales, as well as of the monies received for the sales made of stone from the quarries, and of gravel from the gravel pits on said property; that some time after the execution of the above mentioned power of attorney, the health of the said Thomas Biddle not permitting him to devote his time and attention to the management of this estate, the agency thereof devolved almost exclusively on the said Henry Nixon, under whose directions and controul the books, vouchers and other papers relating to this property, remained until some time in the year 1822; that at some period during the last mentioned year, the said books, accounts and papers, passed into the hands of Henry J. Williams, another of the above defendants, as this deponent has been informed and believes; that this deponent, although furnished by letter from time to time with information relative to various sales, made of parts of the above property, and of the amounts of payments to be made for the same prior to the 28th May, 1822, was never furnished by the said Henry Nixon, with any regular account, exhibiting the various amounts received either from sales of land, gravel, sand and stone, nor exhibiting the manner in which the proceeds had been applied. And this deponent further says, that understanding that the said books, papers and accounts were then under the controul of the said Henry J. Williams, he applied to him by letters, dated the 4th & 10th of May, 1836, for permission to have the said books examined and extracts taken from the same in the manner most convenient to the said Henry J. Williams; that the said Henry J. Williams in the first instance refused to permit this deponent to have access to said books and accounts in the manner requested, because he was under an impression that this deponent had no interest in the said property, alleging that he had parted with the same. When this deponent renewed his application, he refused the same, although assured by this deponent, that he had an interest therein, alleging that he could not acquiesce in the same without the consent of Mr. Nixon.

This deponent accordingly, on the 10th of May, 1836, applied to Henry Nixon, as his agent and attorney, for an account of his agency, which the said Henry Nixon peremptorily refused.

Another application having been made to Henry J. Williams, by this deponent, as the associate of his late father in this purchase on the 27th of May, 1836, the said Henry J. Williams replied to the letter containing the application, that the said books and papers were not in his possession. This deponent then having made every effort in his power to obtain from both the defendants above named, papers, books and accounts under the controul of one or both of them; and believing that an inspection of the same has been denied to him, to disable him from obtaining the necessary means of pursuing his claims against the said Henry Nixon, and obtaining the relief which he is seeking from this honorable court, humbly requests, that both the said Henry J. Williams and Henry Nixon may be compelled, by an order from this honorable court, to place in the hands of the clerk thereof, all the books and papers relating to the above mentioned purchase, and all sales of every description made thereout. And that the clerk aforesaid be directed to permit this deponent, either in person or by his agent, to examine the said papers, books and accounts, and to take or cause to be taken at his own expense, such copies or extracts of the same, or of parts of them, as he may think necessary.

THOMAS MORRIS.

Sworn this 2d day of September, A. D. 1837, before me,
SAML. R. BETTS,
U. S. Judge for the Southern Dist. of New York.

Afterwards, to wit, on the eighteenth day of September, A. D. one thousand eight hundred and thirty-seven, the court grant leave to the complainant to amend his bill agreeably to his petition, filed on the 4th inst.

Henry Nixon, the defendant above named, being duly sworn, says, that the books and papers prior to the year 1822, an order for the production of which has been moved for as above, are not in the possession or control of this affidant. This affidant never had possession of the said books or papers; but the same were in the possession of Thomas Biddle, Esq., and to the best of this deponent's knowledge and belief, are still in his possession.

H. NIXON.

Sworn and subscribed, Sept. 21, 1837, before me,
G. BARTRAM, *Al d'n.*

H. J. Williams, one of the defendants above named, being duly sworn, deposeth, that the books and papers prior in date to the year 1822, an order for the production of which has been moved for as above, are not, and have not been in the possession or control of this deponent, since the institution of this suit. This deponent

does not recollect that he ever had possession of the said books or papers, but he believes them now to be in the possession of Thomas Biddle, Esq.

HENRY J. WILLIAMS.

Sworn in open Circt. Ct. this 25 September, 1837.
FRA. HOPKINSON, *Clk. C. C.*

Afterwards, to wit, on the fifth day of September, A. D. 1838, the exceptions to the answers of the defendants are withdrawn, and a rule is entered on the defendants to answer the amended bill in one month.

To the Honourable the judges of the Circuit Court of the United States, in and for the Eastern District of Pennsylvania.

The separate answer of Henry Nixon to the amended bill of Thomas Morris.

This respondent, saving and reserving, at all times now and hereafter, all and all manner of exception to the said amended bill, for the various errors, imperfections and uncertainties therein contained, for answer thereunto, or to so much thereof as he is advised that it is material to answer unto, he answers and says: And firstly he answers and insists, that the said amendment is bad, and ought not to be received by this honorable court, because the same is contrary to and inconsistent with the original bill, because the same is inexplicit and obscure, and defective in statement, and because there is no equity in the same; and for these, and for other matters apparent upon the face of the said amendment, he insists to be available according to the rules of this honorable court, that he ought not to be required to answer the said amendment.

And for further answer, saving and reserving to himself the benefit of the exceptions to the said amendment, for the causes above stated, and for other causes, and without prejudice to his right to avail himself thereof, he answers and says: that he denies that he was the agent of the complainant, otherwise or to any intent or purpose other than he has already stated in his answer; he denies that there was any confidence in him of such a nature, as to avoid or affect the agreement: on the contrary, he avers, that in regard to the subject matter of the agreement, the complainant was quite as well informed as he was; he denies that the consideration was inadequate; he denies that the conveyance was in any respect pressed upon the complainant; he denies that the conveyance was unconscientious, and he denies that it was obtained through surprise, imposition or the taking of an undue advantage of the complainant's situation; and he avers that he was not at any time desirous of making the purchase referred to; that so far from it being

forced on the complainant, the respondent considered the purchase as being urged on him; and that nothing but a desire to relieve the complainant from his embarrassments, and the earnest solicitations of his brother, (who came on from New York for the purpose,) and through him of the complainant himself, that he would furnish the means of doing so, induced this respondent, at a time when it was difficult for him to raise money, to purchase the property, as is stated in his answer; that the complainant had the deed in his possession in New York, which deed was drawn up and sent on at the request of his said brother, who immediately returned to New York, for the purpose of informing the complainant, who might have taken any time he pleased to examine and consider the subject; that this respondent never saw or conversed with the complainant in relation to this matter, never made any application on this subject to him, directly or indirectly, but only yielded in consequence of his and his brother's representations against this respondent's own wishes, and the advice and opinion of his friends; that the price he gave was the fair value of the property, and more than it was believed to be worth at the time, and more than this respondent could obtain for it, as was evidenced by his efforts to dispose of it, and the refusal of other persons to take it at the price he had given as is set forth in the answer of the bill of the complainant. Wherefore he prays that the said amendment may be dismissed with costs.

H. NIXON.

Henry Nixon, above named, being duly sworn, deposes, that the facts above stated, so far as of his own knowledge, are true, and so far as derived from the knowledge or information of others, he believes them to be true.

H. NIXON.

Sworn before me, this first day of October, one thousand eight hundred and thirty-eight.

S. RUSH, *Recorder.*

To the Honourable the Judges of the Circuit Court of the United States, in and for the Eastern District of Pennsylvania, in the third Circuit.

The replication of the complainant, Thomas Morris, to the several answer of Henry J. Williams to the bill of complaint, exhibited by the said complainant against the said Williams and others.

This repliant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception, which may be had and taken to the manifold insufficiencies of the said answer, for replication *there* thereunto, says: that he will aver, maintain and prove, the bill of complaint and

amended bill to be true, certain and sufficient in the law to be answered unto; and that the said answer of the said Williams is uncertain, untrue and insufficient to be replied unto by this repliant, without that, that any other matter or thing whatsoever, in the same answer and amended answer contained, material or effectual in the law, to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true. All which matters and things this repliant is, and will be ready to aver, maintain and prove, as this honourable court shall direct, and humbly prays, as in and by his said bill he has already prayed.

J. K. KANE, *Solicitor.*

Before the Judges of the Circuit Court of the United States in and for the Eastern District of Pennsylvania.

The replication of the complainant, Thomas Morris, to the answer and amended answer of Henry Nixon, to the bill of complaint and amended bill of complaint, exhibited by the said complainant, against the said Nixon, Thomas Biddle, and others.

This repliant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer and amended answer, for replication thereunto, says, that he will aver, maintain and prove the bill of complaint and amended bill, to be true, certain and sufficient in the law to be answered unto, and that the said answer and amended answer of the said Nixon, is uncertain, untrue and insufficient to be replied unto by this repliant, without that, that any other matter or thing whatsoever, in the said answer and amended answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true. All which matters and things this repliant is and will be ready to aver, maintain and prove, as this honorable court shall direct, and humbly prays, as in and by his said bill and amended bill he has already prayed.

J. K. KANE, *Solicitor.*

In the Circuit Court of the United States for the Eastern District of Pennsylvania, in the Third Circuit, sitting in equity.

The replication of the complainant, Thomas Morris, to the several answer of Maria Nixon, to the bill of complaint exhibited by the said complainant, against the said Maria Nixon and others.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the

said answer, for replication thereunto, saith, that he will aver and prove his said bill to be true, certain and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto by this repliant, without this, that any other matter or thing whatsoever in the said answer, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays, as in and by his said bill he has already prayed.

J. K. KANE, *Solicitor.*

In the Circuit Court of the United States in and for the Eastern District of Pennsylvania, in the Third Circuit, sitting in equity.

The replication of the complainant, Thomas Morris, to the several answer of Henry Morris to the bill of complaint, exhibited by the said complainant against the said Henry Morris and others.

This repliant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer, for replication thereunto, says, that he will aver, maintain and prove the bill of complaint and amended bill to be true, certain and sufficient in the law to be answered unto, and that the said answer of the said Henry Morris, is uncertain, untrue, and insufficient to be replied unto by this repliant, without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true; all which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays, as in and by his said bill he hath already prayed.

J. K. KANE, *Solicitor.*

In the Circuit Court of the United States for the Eastern District of Pennsylvania, in the Third Circuit, sitting in equity.

The replication of the complainant, Thomas Morris, to the several answer of Thomas Biddle, to the bill of complaint exhibited by the said complainant, against the said Biddle and others.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith, that he will aver and prove his said bill to be true, certain and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repli-

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ant, without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays, as in and by his said bill he hath already prayed.

J. K. KANE, *Solicitor.*

MORRIS, *vs.* NIXON *& al.*

F. W. Hubbell being duly sworn, according to law, doth depose and say, that the plaintiff in the above case is possessed of evidence tending to disprove the defendant's answer to the plaintiff's bill; that it has never been plaintiff's intention to set the case down for hearing on bill and answer; that it was plaintiff's intention to examine witnesses at the bar of the court, under the act of Congress, and this deponent enquired of the clerk as to the practice of the court in that respect, before the commencement of this term, and sued out a subpœna for one of plaintiff's witnesses. And this deponent further saith, that he had the replications prepared before the commencement of this term, and told his colleague that they should be filed before the opening of the court, on the eleventh inst. They were prepared in the afternoon of the 10th inst., when the deponent made this communication to Mr. Kane. On the morning of the 11th inst., deponent was necessarily detained in his office until 10 o'clk, A. M., and then was sent for to the District Court for the City and County of Philadelphia, when a case in which he was sole counsel for one of the parties was called and tried; this detained the deponent until this court had adjourned, and deponent gave the replications to Mr. Kane, who filed them next morning. And deponent further saith, that he was entirely ignorant of any change of practice in regard to hearing oral testimony at bar. And this deponent further saith, that, having heard early on the morning of the 12th inst., that his honor, Judge Baldwin, had intimated that the act of Congress and the of a court of equity in this County, might have altered the law as to the admissibility of oral testimony, he, the replications being then filed, applied for an examiner, and was directed by the court to defer his application until a motion day.

F. W. HUBBELL.

MORRIS, *vs.* NIXON.

John K. Kane, being duly sworn, deposes and says, that when he announced, on the calling of this case on the first day of the

present sessions of this court, that this case was for hearing, he believed that the replication of the complainant had been duly filed, this deponent having before that day understood from his colleague, Mr. Hubbell, that the replication which this deponent knew to be in his (Mr. Hubbell's) possession, would be filed by him before the commencement of the sessions of the court.

J. K. KANE.

Afterwards, to wit, on the 25th day of April, A. D. 1839, on motion of Mr. F. W. Hubbell, for the complainant, the court order this case of the equity list, and appoint William H. Keating as a master to take the depositions of witnesses in the cause.

THOMAS MORRIS,
vs.
HENRY NIXON, and Maria, his wife, Thomas Biddle, Henry J. Williams, and Henry Morris.

Thomas Morris, of the city of New York, the complainant in the above cause, being duly sworn, deposeth and saith, that some time in the month of September, 1836, he, this complainant, filed his bill of complaint on the equity side of this honorable court against the above named defendants; that, prior to the filing of said bill, this deponent applied by letter to Levi Hollingsworth, cashier of the Bank of North America in the city of Philadelphia, for information touching his indebtedness to said bank, on account of certain bonds which had been executed to said bank by the late Jonathan Williams and this deponent, and also in relation to certain notes of this deponent, endorsed by Henry Nixon, one of the above respondents, and which notes had been discounted at said bank, at various times between the years 1813 and 1824.

And this deponent further saith, that he offered to pay all expenses that might be incurred by the said bank, on receiving the said information. And this deponent further says, that the said letter of this deponent was delivered to said cashier by this deponent's son, as this deponent has been informed by his said son, and as he believes to be true. And this deponent further says that he, this deponent, was informed by his said son, that the said cashier, about a week after the delivery to him of said letter, informed this deponent's said son, that he, the said cashier, had submitted said letter to the board of directors of the Bank of North America, and that the said board of directors had directed the said cashier to inform this deponent's son, that, according to the rules of said bank, *that* the information thus asked for could not be given without an order of court, which account thus given by this deponent's said son to this deponent, this deponent believes to be true.

And this deponent further says, that as he, this deponent, has been informed, and believes to be true, an examiner has been appointed during the sitting of the present circuit, to take testimony in the above cause; and that a *subpœna duces tecum*, issued out of this honorable court, directed to the said Levi Hollingsworth, cashier as aforesaid, was duly served on the said cashier, commanding him, the said cashier, to be and appear before the said examiner with the books of the Bank of North America, at the time and place in said subpœna mentioned.

And this deponent further says, that as he has been informed, and believes to be true, that the said cashier did, in obedience to the said subpœna, appear before the said examiner, but that he did not produce to the said examiner the books of the Bank of North America, as in the said subpœna he had been commanded to do; alleging, as a reason for the non-production of the said books, that although the same were in his custody, he did not think himself authorized to produce the same. And this deponent further says, that he believes, and is informed by counsel learned in the law, that the production of the said books of the Bank of North America, or such of them as contain entries relating to the said bonds of the said Jonathan Williams, and this deponent, and to the notes of this deponent, endorsed by the said Henry Nixon, between the months of January, 1812, and the 20th of June, 1828, are important to be produced before the said examiner, as affording testimony in the above cause. And this deponent further says, that in the answer of the said Henry Nixon to this deponent's said bill of complaint, he, the said Henry Nixon, appeals to the books of the Bank of North America in support of some of the allegations of the said Henry Nixon, in the said answer, in manner following:— Alluding to a note of this deponent's, endorsed by the said Henry Nixon, and discounted at the Bank of North America, the answer of the said Henry Nixon says: "the proceeds were accordingly so applied, being paid to Henry Drinker, cashier of the Bank of North America, as by the books of the Bank will appear." Again, referring to another note of this deponent's, also endorsed by the said Henry Nixon, states: "And it appears from the Bank books, that the proceeds were paid to the complainant."

This deponent, therefore, humbly prays, that this honorable court may make such order in the premises as will compel the production of the books of the Bank of North America before the said examiner, in order that such extracts be taken from the same, in the year 1812, and from that time until the 20th June, 1822, as may relate to the dependencies, between those years, of this deponent with said bank.

THOMAS MORRIS.

Sworn this 28th May, 1839, before me,

SAML. R. BETTS,

Judge U. S. for the Southern District of New York.

THOMAS MORRIS
vs.
HENRY NIXON, *& al.*

Henry W. Morris being duly sworn, saith, that he is the son of the complainant in this case, and is well acquainted with the matters in controversy therein; that the books of the Bank of North America, described in the subpœna duces tecum, issued in this case to Henry Hollingsworth, are material evidence in support of the complainant's bill of complaint—and he verily believes, injustice will be done to the complainant unless the said books are produced, agreeably to the command of the subpœna. He further saith, that the said Henry Hollingsworth appeared before the examiner in this case, in obedience to the subpœna, but refused to produce the said books.

HENRY W. MORRIS.

Subscribed and sworn before me, this 21st day of May, A. D. 1839.

JOHN BINNS, *Ald'n.*

Afterwards, to wit, on the 5th day of August, A. D. 1839, William H. Keating is, agreeably to his petition, relieved from the duty of examiner in this cause, and Thomas J. Wharton is appointed examiner in his place.

Afterwards, to wit, on the twenty-eighth day of October, A. D. one thousand eight hundred and forty, the said complainant exhibits to the Court, and files his bill of revivor, in the words following, to wit:

To the Honorable the Judges of the Circuit Court of the United States, for the district of Pennsylvania:

Humbly complaining, showeth unto your honors, your orator, Thomas Morris, a citizen of the State of New York, that your orator, on or about the nineteenth day of September, 1836, exhibited his original bill of complaint in this honorable Court against Henry Nixon and Maria, his wife, Henry Morris, Henry J. Williams, and Thomas Biddle, citizens of the State of Pennsylvania, defendants thereto, thereby stating such several matters and things *are* are therein, for that purpose more particularly mentioned and set forth in the said bill; and praying that the said Henry Nixon might account with your orator for his agency and management of certain property mentioned in said bill; and that the said Nixon be charged in the said account with the proceeds of all sales, leases, and ground rents of the said property, and for all sales of gravel, clay, sand, and stone, sold and disposed of from off said property, and for all neglect and mismanagement in the premises; and that he be charged with interest, wherever it is just and reasonable that he should be so charged—all just allowances being made to him; and

that the portion of the said property standing in the name of the said Maria Nixon, or her trustee, be charged with its due proportion of the expenses and burdens incident to the management of the said estate; and that a certain deed, stated in the bill to have been executed by your orator to the said Henry Nixon, bearing date twenty-eighth day of May, 1822, may be decreed to be a security only for the monies advanced on loan to your orator, by the said Henry Nixon; and that your orator may be allowed to redeem the said property as against the said Henry Nixon; and that the said Henry Nixon be decreed to account to your orator for his share of the proceeds of all the sales made of every part of the said lands or property, since the said deed of the twenty-eighth day of May, 1822; and that said Henry Nixon be decreed to pay off and discharge all liens upon the said property or any part thereof, created in favour of Henry J. Williams or Thomas Biddle; and that the said premises or property, excepting such parts thereof as have been in good faith, and upon a fair and valuable consideration, sold and disposed of by the said Henry Nixon, be re-assigned and re-conveyed by him to your orator, in fee simple, subject only to such lien as the Bank of North America may still have, for such parts of the said debt mentioned in the said bill of complaint, if any part thereof still remains unpaid. And the said bill also contained the usual prayer for further and other relief. And your orator further sheweth unto your honors, that the usual process of subpœna to appear and answer the said bill was issued, directed to the above-named several defendants, and that all the said defendants appeared and filed their answers to said bill. And your orator further sheweth to your honors, that upon leave being granted by this honorable court in the month of September, in the year of our Lord 1837, your orator amended his said bill as against the said Henry Nixon, by inserting a new charge therein,—which said amended bill was also answered by the said Henry Nixon; and the said cause having been put at issue, as it regards all the defendants, the proofs have been taken by the parties in the cause. But your orator further sheweth to your honors, that before a hearing could be had upon the pleadings and proofs, the said Henry Nixon departed this life, having first duly made and published his last will and testament in writing, bearing date on the eighteenth day of February, 1833,—which said last will has been duly proved and recorded in the Register's office of the city and county of Philadelphia. And your orator further sheweth, that in and by his said last will and testament, the said Henry Nixon gave and bequeathed all his estate, real and personal, whatsoever and wheresover, unto his wife, the said Maria Nixon, and appointed his said wife, Maria, and Thomas Biddle, and Henry J. Williams, the executors of the said will; and that the said T. Biddle has renounced his executorship under the said will, and that the same has been proved by the said Maria Nixon, and the said Henry J. Williams,

who have taken upon themselves the burden of the execution thereof. And your orator further shews unto your honors, that the said suit having become abated by the death of the said Henry Nixon, so far as any relief was prayed by your orator's said original bill against him, your orator is, as he has been advised, entitled to have the said suit revived against the said Maria Nixon, as sole legatee and devisee in the said will of the said Henry Nixon, and against the said Maria Nixon and Henry J. Williams, as executors of the said Henry Nixon, deceased, and that the same be in the same plight and condition as it was at the time of the abatement thereof by the death of the said Henry Nixon.

To the end, therefore, that the said bills, answers, and other proceedings thereupon had, may stand revived against the said Maria Nixon, the sole legatee and devisee of the said Henry Nixon, and against the said Maria Nixon and Henry J. Williams, executors of the last will and testament of the said Henry Nixon, deceased, and be in the same plight and state and condition as the same were in at the time of the abatement thereof:

May it please your honors to grant unto your orator a writ of subpœna ad revivendum, to be directed to the said Maria Nixon, and to the said Maria Nixon and Henry J. Williams, who are both citizens of the State of Pennsylvania, commanding them respectively at a certain day, and under a certain pain therein to be inserted, personally to be and appear in this honorable court, then and there to shew cause, if cause there be, why the said suit and proceedings so abated as aforesaid, should not be revived, and be in the same plight, state, and condition, as the same were at the time of the abatement thereof; and that your orator may be further relieved in all and singular the premises, as to your honors may seem meet, and his cause require.

THOMAS MORRIS.
F. W. HUBBELL, *for Compl't.*

Afterwards, to wit, on the twenty-ninth day of October, in the said year eighteen hundred and forty, the answer of the said Maria Nixon, sole legatee and devisee of the said Henry Nixon, deceased, and of the said Maria Nixon and the said Henry J. Williams, executors of the said Henry Nixon, is exhibited to the said court and filed, in the words following, to wit:

To the Honorable the Judges of the Circuit Court of the United States, in and for the Third Circuit.

The answer of Mrs. Maria Nixon, sole legatee and devisee of Henry Nixon, deceased, and of the said Mrs. Maria Nixon and Henry J. Williams, executors of the said Henry Nixon, citizens of Pennsylvania, to the bill of revivor of Thomas Morris, a citizen of New York.

These respondents, now and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception, which can or may be had or taken to the many uncertainties, errors, and imperfections in the said bill contained, for answer thereto, or to so much thereof as these respondents are advised it is necessary for them to make answer unto, answering, say, they believe it to be true that at or about the time in the said bill stated, Thomas Morris, in the said bill of revivor named, exhibited his original bill of complaint in this honourable court, against such parties as defendants thereto as in the said bill are mentioned; thereby stating and praying to the effect in the said bill of revivor set forth, so far as the same is therein set forth, and that the said defendants answered and filed their answers to the said bill; and that upon leave being granted by this honorable court, in the month of September, in the year of our Lord 1837, the said complainant, Thomas Morris, amended his said bill as against the said Henry Nixon, as in the said amended bill mentioned, stating and praying to the effect in the said bill of revivor, so far as the same is therein set forth. And the said Henry Nixon, in the said amended bill named, afterwards appeared and put in his answer thereto, and that such proceedings have since been had in the said cause as in the said bill of revivor mentioned.

But for their greater certainty, nevertheless, these respondents crave leave to refer to the said original and amended bills, answers, and other proceedings now remaining filed as of record in this honorable court; say they admit it to be true, that before any further proceedings were had in the said cause, and at or about the time in the said bill of revivor in that behalf stated, Henry Nixon, one of the defendants to the said original and amended bills, departed this life, having first duly made and published his last will and testament in writing, of such date as in the said bill of revivor mentioned, and thereby devised all his estate, real and personal, to the said Maria Nixon and her heirs and assigns, and thereof appointed these respondents executors; and these respondents admit, that since his death they have duly proved his said will in the proper office, and undertaken the executorship thereof, and are thereby become his legal personal representatives, and that they possessed the said Henry Nixon's personal estate and effects, so far as they have been conveniently able; and these respondents, not knowing the amount thereof, are advised that they cannot with safety or propriety admit assets of their said testator to be in their hands sufficient to answer the same; and these respondents, say, they are ready to account for the said Henry Nixon's personal estate possessed by them, or for their use, in such manner as the court shall be pleased to direct, if the same should become necessary; say they submit that the said suit and proceedings which became abated on the death of the said Henry Nixon, may stand and be revived against them as such executors as aforesaid, and be restored to the

same plight and condition in which they were at the time of the death of the said Henry Nixon. Without this, that there is any other matter, cause or thing in the said complainant's bill of revivor contained, material or necessary for these respondents to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true, to the best of their knowledge and belief; all which matters and things these respondents are ready aud willing to aver, maintain, and prove, as this honorable court may direct, and humbly pray that they may be hence dismissed with their reasonable costs and charges, in this behalf most wrongfully sustained.

MARIA NIXON,
HENRY J. WILLIAMS,
Executors of H. Nixon, deceased.

And thereupon, afterwards, to wit, on the seventh day of November, in the same year 1840, on motion this day made by F. W. Hubbell, of counsel with the plaintiffs, (stating that the plaintiff had lately filed his bill of revivor in this court, against Maria Nixon, devisee of Henry Nixon, deceased, and Maria Nixon and Henry J. Williams, executors of the last will and testament of the said Henry Nixon, deceased; and the said Maria Nixon and Henry J. Williams have lately, in their capacities aforesaid, appeared to said bill of revivor and put in their answer thereto, and confessed the right of the said plaintiff to have the said suit revived,) the court order the said suit and proceedings to be revived, and to be in the same plight and condition they were in at the time of the death of the said Henry Nixon.

In the Circuit Court of the United States for the Eastern District of Pennsylvania, in the Third Circuit.

To the Honorable the Judges of the Circuit Court.

In the case of
THOMAS MORRIS
vs.
HENRY NIXON, *et al.*
} No. 2.

Of October Sessions, 1836.—In Equity.

I respectfully report, that the following depositions were taken on the part of the complainant, before me, in the months of May, June, and July, 1839.

The examinations were attended by Henry Morris, Jun., on the part of the complainant, assisted by John K. Kane and F. W. Hubbell, Esqs., his counsel; and by Henry Nixon, one of the respondents, assisted by John Sergeant, Henry J. Williams and William M. Meredith, Esqs., his counsel.

And the following depositions contain the testimony of the several witnesses, as given by them, and reduced by me to writing; which were severally sworn or affirmed to, and subscribed by them, in the presence of

W. H. KEATING, *Examiner.*

In the Circuit Court of the United States, in the Eastern District of Pennsylvania, in the Third Circuit.

THOMAS MORRIS *vs.* HENRY NIXON, *et al.* } No. 2.

Of October Sessions, 1836.—In Equity.

Examined by F. W. Hubbell, Esq.

Deposition of Andrew D. Cash.

Andrew D. Cash, of the city of Philadelphia, conveyancer, a witness on the part of the complainant, of competent age, being produced and affirmed, declareth and saith:

In the year 1822, I was an apprentice of Mr. Mitchell's, the conveyancer. I am a subscribing witness to the deed now exhibited to me, dated 28th May, 1822, from Thomas Morris and Sally, his wife, to Henry Nixon.

My impression is, that the deed was engrossed by me, from a draft furnished by Mr. Nixon. After it was engrossed, I went to New York; by the mail, I think. It was executed in New York, during my stay there; and, on my return, I brought it back, and returned it to Mr. Nixon; it is my impression that I brought it back: I staid in New York but part of a day: I think I did not return in the mail: I returned in one of the accommodation lines of that period: I cannot recollect the exact time of starting of the mail.

Cross-examined by H. J. Williams, Esq.

I do not recollect particularly of bringing this deed back: I cannot say that I have a distinct recollection of it: I have stated, in the first place, my impression: I think Mr. Nixon resided, at that time, at his place on the Ridge road: I have no clear recollection of the place where I delivered the deed to him, or of the particular circumstances on my return.

Re-examined by Mr. Hubbell.

I have no recollection of any particular instructions from Mr. Mitchell, or any other person, except merely, I think, to procure

the execution of that deed: I think Mr. Mitchell was absent at that time: the only direction I had on the subject, I think, was from Mr. Nixon: I had no other business: I seem to think that I said to Mr. Nixon that I would go: I have no clear recollection whether Mr. Nixon first proposed to me to go, or I suggested to that I would go.

A. D. CASH.

Taken, affirmed and subscribed before me, this 13th day of May, 1839.

W. H. KEATING, *Examiner.*

In the Circuit Court of the United States, in the Eastern District of Pennsylvania, in the Third Circuit.

THOMAS MORRIS, *vs.* HENRY NIXON, *et al.* } No. 2.

Of October Sessions, 1836.—In Equity.

Examined by F. W. Hubbell, Esq.

Deposition of John Hockley.

John Hockley, of the city of Philadelphia, accountant, a witness on the part of the complainant, a witness of competent age, being produced and affirmed, declareth and saith:

I was in the employ of Mr. Nixon, the respondent, in 1822: I was in his counting-house, and attended to his business generally: I have written some letters: I do not recollect to whom: My duties were to copy them: I have written to Mr. Thomas Morris, at his request, respecting some notes: I do not recollect any thing else: It is my impression Mr. Nixon lived out of town then: I am not certain, it is so many years since: That is one of the letters I wrote: (alluding to letter dated "Philadelphia, Feb. 19, 1822. John Hockley to Thomas Morris:") That may have been at the suggestion of Mr. Walker, whose name I see in the letter: It is so many years since that I cannot say at whose suggestion it was written: The account is also in my hand-writing.

Another is shown—"John Hockley to Thomas Morris, Feb. 11, 1824:"—I do not recollect at whose instance this was written: I think it was of Mr. Nixon, but it is so many years that my memory does not serve me.

"Same to same—May 8, 1823." I must give the same answer as to whose suggestion I wrote it.

"Same to same"—January 31, 1823.

"Same to same"—Dec. 16, 1823.

"Same to same"—March 15, 1824.

They are all in my hand-writing.

JNO. HOCKLEY.

Cross-examination of the witness was, at the request of Henry J. Williams, Esq., for the respondent, and by consent of counsel, on both sides, postponed for the present, and the deposition closed here, without prejudice to cross-examination hereafter.

Taken, affirmed and subscribed before me, this 13th day of May, A. D. 1839.

W. H. KEATING, *Examiner.*

In the Circuit Court of the United States, in the Eastern District of Pennsylvania, in the Third Circuit.

THOMAS MORRIS
vs.
HENRY NIXON, *et al.* } No. 2.

Of October Sessions, 1836.—In Equity.

Henry Hollingsworth, Cashier of the Bank of North America, is asked whether he has brought the books of the Bank of North America, answers:

I have them not: I have no right to remove the books of the bank out of the bank.

Examined by F. W. Hubbell, Esquire.

Deposition of Henry Hollingsworth.

Henry Hollingsworth, cashier of the Bank of North America, a witness of competent age, produced on the part of the complainant, being duly sworn according to law, doth depose and say:

I am cashier of the Bank of North America: The books of the bank belong to the corporation: They are kept in the banking-house, and it is my duty to attend there, and oversee them, and to have the general care and supervision of them: I have never produced the books: They have been asked for by subpœna, and I have always given the same answer, that I had not the authority: They were required during the suspension of specie payments, by the magistrates, and I said I had not the authority: It did not belong to my office: I know of no other officer of the bank, to whom the custody of the books belongs more particularly than to myself: I have said that the books belong to the corporation: I am the cashier of the bank of North America: I have the general care and supervision of them, but I have not the right to take them out of the banking-house; and before I could admit any authority to remove them, I would have to take legal advice myself: I am their guardian and care-taker: The bank possesses no documents pertaining to Hill's estate, to my knowledge: Henry Nixon, (the respondent,) is the president of the Bank of North America: An officer called

upon me, and served upon me a subpœna, signed by Judge Hopkinson, I believe, requiring me to be here this evening, in consequence of which I have come: That subpœna contained a requisition for the books: I remember that Mr. Henry Morris, (the younger,) called at the bank on me once, about three years ago, and asked for information respecting the state of the bonds, and the Hills' estate, in reference, as I understood, to some questions pending between his father and Mr. Nixon: I understood it was the son of Mr. Morris, the complainant: I replied, that the bank never opened its books to parties in litigation, except under process of court: I do not know what process: If any were served, I would take legal advice: I did not take advice in this case, because I considered it settled by the former proceedings; that is, when I was subpœnaed before a magistrate, and my general idea of the rights of a corporation: I did at that time receive a letter from the complainants, and submitted the letter to the board, and stated that it was a letter from Mr. Morris, making some inquiries as to some accounts between himself and Mr. Nixon: That the bank had no interest in the matter whatever, and that I had given the answer to Mr. Morris, that the bank never opened its books to parties in litigation, except under process of court, and the board approved of what I had done: The reply which I gave to Mr. Morris, Sr., was, that I had given my answer to the inquiries put to me by his son, who no doubt communicated it to him: I have no distinct recollection of having communicated the inquiry to the president: I think I told him that I had received a letter, and stated to him generally its purport, and that it had been requested of me to lay it before the board, and he said, "certainly do so:" I did not consult at all with the president on the subject of my course here to-night: I told him that I had a subpœna, and I was required to bring the books of the bank: I did not give the information to him with a view to get his views whether I should take them or not: He said, "take them, sir, certainly:" I understood it as his offering no sort of objection to any course I might take: He did not wish to influence me in any way.

HENRY HOLLINGSWORTH.

Taken, sworn, and subscribed this 13th day of May, A. D. 1839, before me.

W. H. KEATING, *Examiner.*

In the Circuit Court of the United States, in the Eastern District of Pennsylvania, in the Third Circuit.

THOMAS MORRIS
vs.
HENRY NIXON, *et al.* } No. 2.

Of October Sessions. 1836.—In Equity.

Examined by F. W. Hubbell, Esquire.

Deposition of Cadwalader Evans.

Cadwalader Evans, of the city of Philadelphia, a witness of competent age, adduced on the part of the complainant, being duly affirmed, doth declare and say, "I have no property north of Callowhill street: I never owned any at Fair Mount: I do not recollet having ever owned a foot of land north of Vine and west of Broad street: I never owned the Eagle works: I owned land adjoining the Eagle works: Callowhill street, at one time, ran through to Schuylkill—straight through: (A plan being handed to the witness, with a request that he should designate where his property was situated, he observes, that the draft is not correct.)

My property is on the river: It lies between Callowhill street, continued: Washington street on the east, Mr. Ridgway's on the north, and the river on the west: Mr. Ridgway's is on the north, and between my property and Callowhill street: That property, I think, I bought in 1803: I sold one hundred and twenty-nine feet on the east end, and running from Washington street, to Messrs. Shippen and Wynkoop: I suppose running 600 feet to low-water mark: I have some knowledge of the value of property there, but more so on the south side of Callowhill street, because there my property lay: I sold to Shippen and Wynkoop: I made two sales to them: on the south side of Ridgway's, extending from Washington to Williams street, four hundred feet, at one dollar and a quarter per foot, measuring on Wood street, by 129 feet deep: For the lot from Williams street to the river, I got two dollars and a half for one hundred and twenty-nine feet on Williams street: It is a water lot: I mean ground-rent: I have seen very often the Fair Mount property: I should be afraid to express what might have been the value of the property from Callowhill street to Francis' lane, (excluding the Fair Mount water works,) in 1822: I never sold by the acre: we always sell by the foot there, taking a square from Front street to Washington, and from Callowhill and Hamilton, which contains four acres: I should value, on an average, at three dollars a foot: (say from three dollars to three dollars and fifty cents, ground-rent, it would be in 1822:) I find great difficulty in making up my mind on account of making no sales at that time:

I made no sales myself, from 1806, or 7, till 1826, or 1827: I did not wish to sell, thinking my property would improve by keeping: I was concerned in a purchase made with Mr. Nixon, in the squares east of this: From Washington to Front street, extending from Callowhill to Vine street: I was at Harrisburg: It was Foxhall's lot, I think he asked me £5,000: say from $13,000 to $14,000: I sold in 1816, the half of it for about what we paid for the whole: Say $13,000: There was an attempt to sell the other half at vendue, on ground-rent, and sold a few lots on Vine street, at one dollar and a half to two dollars per foot, ground-rent: But it all fell back to us: The lots so sold extended 114 feet back from Vine to an alley laid out between Vine and Wood: I own my part still, and have purchased Mr. Samuel Richards' fourth, which I still own: At first General Cadwalader held two-fourths, Mr. Richards one-fourth, and I one-fourth: Mr. Nixon wrote to me on the subject: When it was divided he held no part of the land: I bought none of General Cadwalader's fronts on Vine street, but it was his back lots on Wood street: I cannot recollect when I bought Mr. Richards' fourth: I think it was in 1820, but my memory is so faint I would not like to guess: I don't recollect exactly what I paid him: Perhaps over $3,000: I think I paid about $5,500 for what I got of him and General Cadwalader: The fourth of one-half part was Mr. Richards'.

Cross-examined by H. J. Williams, Esq.

I own now the property I sold to Shippen and Wyncoop: I bought it at sheriff's sale: It was sold at my suit, for debt: It was about five or six years after the purchase that he (Shippen) told me that the Bank of North America held a bond and mortgage of his on that property for $4,200 to 4,300; and that they insisted upon being paid: I then lent him the money, and took the assignment of the mortgage from the bank: When Mr. Wyncoop died, Mr. Shippen and Mr. Wyncoop said they could not attend to the property, and desired it to be sold: I lost, I think, between $2,000 and $3,000, reckoning interest and ground rents: It was sold by the sheriff, in two lots: It was sold subject to the ground rents: I lent the money in 1832 or 1833, and sold out in January, 1828: I have a general recollection that it should have yielded $24,000, to clear the principal of the debt, and the principal and arrears of interest and ground rent; and that I lost between $2,000 and $3,000: Messrs. Wyncoop and Shippen had built part of a wharf, extending to low-water mark, and very little beyond it; and they had built a store-house on it: Including the store-house, the wharf might be about one hundred feet; the docks on each side took off more than twenty-nine feet: the whole front was about one hundred and twenty-nine feet: It is a stone store-house, but so badly built that my tenants are afraid it will fall in: The foundations are

not good: There is a canal there; a sort of one; I should be glad to see it filled up to Williams street: It extends six hundred feet or more, to Washington street: They dug it, in connexion with Mr. Ridgway; and when completed, Mr. R. prepared a deed, stating the covenants under which it was to be held: It is used for boats now, when the tide is up: No gates to it: More than half the lot was an open swamp: It was covered by the tide when up: I speak of one-half of the water lot, and part of the other: The whole of Wynkoop and Shippen's lot is filled up, except in the docks: It was filled up to high-water mark, as far out as low-water mark when they owned it: There are some small brick houses on Washington street: There were lime-kilns at the time of the sale by the sheriff: I don't know how many: Four or five: There were five or six small tenements: They rent for about $80 each, except the corner house, which rents for $100. CADW. EVANS.

Taken, affirmed, and subscribed, this 10th day of May, A. D. 1839. W. H. KEATING, *Examiner*.

July 2d, 1839. Present—Messrs. Kane, Williams & Meredith.

The counsel for the complainant offer as evidence the following exhibits:

No. 1.—Henry Nixon to Thomas Morris—Letter no date—Post-marked, 10th December. Admitted, and identified with the initials of the examiners.

Dear Morris,—Your letter was regularly received, and I should have answered it sooner; but being on the eve of going to Norristown prevented it. I, however, have read over, and shall attend to all its contents; particularly that part as respects Mr. Jackson. You will recollect, he has not yet, nor can he this season, fulfil his contract, as respects the quantity of stone. The dirt on the hill he has nearly completed; at least so far as to make a finish in the course of the next week. The rock cleared by him will, I am satisfied, give an opportunity of quarrying to great advantage. I make no doubt 50,000 perch of stone can be got out from that one point alone. I have likewise to inform you that the navigation of the Schuylkill has become of serious attention; and, from what I could learn at Norristown, the thing is very practicable; and as large quantities of coal are found on the side of said river, near Reading, it becomes a matter of great importance, particularly to Philadelphia, that the plan should be carried into effect. I attended a large meeting this evening, in the city, and the plan, with memorials to the legislature, is now afoot, soliciting the assembly to incorporate a company for that purpose. Petitions from Reading have already been presented.

You may not be surprised when I tell you the greatest rage for speculations has taken place, not only in sugar, coffee and cotton, but in ground near the city, laying in a north-west direction. Biddle and Wharton, with Tom Cadwalader, Sam. Richards, Arch. M'Call, and Colonel Williams, with others, whose names I do not know, have made a purchase of the Bush Hill estate, for the round sum of $600,000, or $36,000 per annum. By some, it is thought an immense price; for my part I do not think so, when you consider the quantity of ground is 196 acres, and that within stone throw of the city. Others, again, think it is a great purchase, and contend the property worth one million. Certain it is, that another company, who were about it, are much disappointed, of which Mr. Gratz was at the head; they having only offered $30,000 per annum. He, however, is determined to make a purchase somewhere in that direction; and has been to look at the Vineyard Estate, belonging to old Mr. Francis's estate, and, unless they are too exorbitant, will, I make no doubt, purchase it.

How far the purchase of the Bush Hill may interfere in the sale of our lots, I do not yet know, as they mean to sell off, in the first instance, low, to make a beginning; but it is the general opinion, that their giving $3,200 per acre enhances the ground of the Hills considerably, which, you know, was only $1000 per acre, originally, and considerably reduced by the sale made to the water works; or you may rather say, that 72 acres cost but $64,000, as the whole ground sold them does not amount to more than six acres, for which they gave $16,666 66 cents. By the by, they find they *they* have not enough, and are anxious to purchase half the remaining part, lying on the top of the Hill, as far as Hunter street, leaving us our quarries, near the river, provided we will agree to vacate Bridge street, or that part which lays between Morris street and Hunter street. I am clear for letting them have it, they paying a liberal price. Biddle, as usual, however, rather declines. I have, however, told Rush to write us a letter, and I will then see Mr. Biddle, seriously, on the subject, and determine on what price we will take. I this day closed the sales of all the turnpike stone at 6-9 per perch; the whole quantity is about 1,500 perches. Mr. Carey has not yet given me in the returns of the measurement. The Ridge Road Company offered, but it was too late, having sold them to the Callowhill road, to complete it, and mend it, during the winter. I thought it of importance that the road should be completed as soon as possible, and therefore did not stand for 7*s*., particularly as they have been good customers to us, and the quantity considerable, and the company bound for the payment. Had I another 1000 perch, I could have sold them to the Ridge Company. I have likewise an application for the white stone, and make no doubt of selling them before the spring.

The quantity quarried is about 2000 perches; all those quarried by Dougherty are already sold. Biddle smiles when I talk of stone,

but I fancy *the gentlemen* will be glad to find out some way to pay their interest off, other than drawing checks, or trusting to selling lots, to make up an annual interest of $36,000, in this new purchase.

Pray tells me such is the rage, that I can sell Fairfield, I make no doubt, at $25,000. Biddle advises me not; at least, he says, not a cent less than $30,000, which is $1000 per acre, including the buildings. I should like to have your opinion, for I am almost tempted from the price. I may say, indeed, I am offered $25,000.

I fear I shall have tired your patience; but as it must give you a high opinion of Morrisville, and what it will be, must be the apology. Every one says it makes Morrisville double, the very selling off of Bush Hill, than if it had remained unimproved, and which it must have done had not Andrews agreed.

H. NIXON.

Pray write me what you think of $25,000 for Fairfield. The road from the bridge to the intersection of the Lancaster road is now completed, and the travelling over the bridge, the toll man informs me, is daily increasing; they expect, and will commence taking toll on the road on New Year's day. I write you after walking out a second time from the city; and as it is twelve o'clock, and all in bed, I bid you a good night.

No. 2.—Same to same, Philadelphia, Jan. 30, 1814, admitted and identified in like manner.

Philadelphia, Jan. 30, 1814.

Dear Morris,—I am sorry to find, from your letter, that you should express so much anxiety respecting the note. It was of no moment, though I thought it right to let you know it. I was well satisfied you had made the mistake you mentioned, as the note you first sent on to me was at ninety days; but the bank only discounting notes of accommodation for sixty days, caused me to destroy it, and got you to send me the one on at sixty days, which of course fell due in January instead of February, as you properly state. I, however, got a note done at four months, for the same sum, and took up your note. This I have done, as it saves the trouble of renewing every sixty days; and since stamps have come into operation, the banks have adopted this mode for the convenience of their customers.

I am sorry to hear of Henry's indisposition. I hope he will soon be himself again, and wish him all the success possible in his new undertaking.

I find, from Biddle, nothing final has been done with Mr. Fulton relative to the purchase. I have agreed, and presume you will not object to take part in a lot of ground near the Hills, so as to have

the whole property out of the market, as it were, bounded on Washington street, Vine street, Schuylkill Second street, and Callowhill street, about four acres, with a stone building on it, at $16,000. The purchase, I am sure, is a safe one; and I was the more induced, as it tended to raise the property of the Hills, which is directly opposite. We can talk more of this by and by. Richards is concerned in this purchase. Our proportion is but small; and I did not hesitate, as it stamps a value on all the ground round about—the Hills more particularly.

Yours truly,

H. NIXON.

When the note for $5000 falls due I shall let you know, when you can send me yours in due time. The note I got done was my note for $5000, in favor of my friend, M'Callmont, at four months from the 24th January, which of course falls due on the 25–28 of March next.

Discount on the note paid was $103 33 cts.; and the stamp, $2 50 cts., making $105 83 cts., which I shall settle with them for.

No. 3.—Letter, same to same, without date, postmarked 18th February, and postage thirty-seven and a half cents—admitted and identified.

Dear Morris,—I wrote you a few days past, of my having taken an interest in a lot of ground purchased of Mr. Henry Foxhal, for $16,000; since then, I have to inform, in conjunction with those interested, (an offer having been made for the one-half part, laying along the Callowhill street road, which was considered a handsome price,) that a sale has been made of that part, for the sum of $13,300, or $2 a foot, one-half payable in a bond of twelve months, with interest, the remainder on ground rent, to be purchased off at the option of the purchaser, at 16⅔ years' purchase, the ground rent to be paid half yearly. As my object in the purchase was as much for the purpose of enhancing the value of the Hills property, and as I conceive that object in a greater degree was accomplished by drawing others forward in the purchase of property near or adjacent to it, at a very advanced price, I readily acceded to the sale, and more particularly so, as we in fact get the one-half the lot purchased *for nothing*, as the remaining part of the ground having a good stone building on it, and which at present rents for $200 per annum, and the taxes paid fully and completely covers the interest on the balance of the principal, say $2,700.

Having thus informed respecting the last purchase, I have more particularly to state to you, that a proposal is on foot that will in my opinion enhance considerably the property, not of the *Bush Hill* purchase *only*, but likewise that of the Hills. The road from the bridge being now completed, it has been contemplated by the Board

of Directors to put up a gate for the purpose of taking toll, but some fears having arisen in the minds of *some* of the *Directors*, that may possibly drive away the travellers from the bridge, nothing has been finally concluded on, and more particularly as the people holding property in the East Northern Liberties are much opposed to it; and having expressed their uneasiness to the Corporation, they, I understand, came forward in behalf of the citizens of the Northern Liberties, to propose that they will take the road under their charge, and keep the same in good order, and that they will direct that persons holding ground on each side of said road, shall be compelled to lay a foot-way or pavement from the Ridge Road to the bridge, and that the same shall then be lighted at the expense of the said Corporation. This I am told is the fact, and that a committee has been appointed to confer with the Bridge Company on the subject; and as I understand the only difficulty is, whether the Bridge Company, or rather, whether the *present Directors* have the right of giving this grant to the Corporation; for my own part, I have not hesitated to say they have, provided they conceive it beneficial to the Bridge Company, and the Corporation agreeing on their part to fulfil their engagement; and if otherwise, it shall be of *no effect*, and no longer *binding*. For it is well known, the object of making the turnpike was not for the purpose of getting a revenue from it, as it was for the advantage of drawing the travellers *to the bridge*, from whence the profit is to arise; and that if they can get the Corporation to take the road, and keep it in *good* order, and the same to be lighted and footways made, that the object is more fully accomplished, and it will be more to the benefit of the Company than any thing they could obtain from toll, and perhaps drive away the travellers from crossing the bridge. These being my reasons, I did not hesitate to give them to the gentlemen of the Board who asked my opinion, no doubt knowing the interest you held in the bridge stock, and which I find is the sentiment likewise of those interested in the Bush Hill purchase.

Should you delay your visit for a week longer, I trust you will be gratified in seeing some buildings going on, independent of the store contemplated to be built by ourselves, I having this day requested Colonel Williams to see Mr. Innes, to fix on the size as well as the plan. The wharf will be commenced so soon as the weather will permit; both which, I am satisfied, ought on no account to be delayed. I have made considerable sales of stone, and make no doubt, notwithstanding the quantity quarried, the whole will be run off before the first of May next. By the bye, I have a complete triumph over the Ridge Company, they formally having sent to me their *new* superintendent, to know if we intend to quarry turnpike stone, and if so, they will purchase whatever we may quarry, or if not, they will quarry them themselves, paying quarry leave, 25 cents; the former I have agreed to, being the more profitable, as

our new contract with Jackson is at 50 cents, and they agreeing, nay they cannot get them elsewhere *so good*, at 93 cents or 7*s.*, what I asked them last year. Biddle thinks I ought to have asked them more, for their past conduct; but as I am persuaded they will be good customers this summer, in requiring a *great quantity*, I was willing to forget, and not perhaps put them on the search of finding out other modes of mending their road, and which *I* well know is in their power, and at the same price, *if not* perhaps a little cheaper, which would be by getting the large pebble stones out of the Schuylkill, which was done by the Callowhill turnpike, and a better road cannot be made, as you well know must be the case, from being made of such solid and *good* materials. Owing to the Ridge Company finishing their road in a handsome manner near the bridge, a new road likewise made to the Water Works along the river, and Morris street being under way, so as to have an access directly from the basin to the bridge, things have a different appearance since you were here; and in addition, when the new wharf is finished in front of their building, for the engine house, I trust you will be pleased with the improvements making; and that you may realize your most sanguine expectation, is the sincere wish of your friend, and the interest *I feel*, *my apology* for so long a letter.

H. NIXON.

No. 4. Letter, same to same, Jan. 20, 1815—admitted and identified.

Philadelphic, Jan. 20, 1815.

Dear Morris,—I wrote you a few days past; since then, I have been looking about respecting the sale of the stone, but without success. I find, however, that there are great many persons who have money, alarmed at the idea of the depreciation of the bank paper, and are alive to investing their money in some safe property; and should the present state of things continue, I make no doubt of making some considerable sales in the Spring. I have offered our ground rents for sale, and expect to sell them at 15 years' purchase, which is within 1¾ of par: this I conceive is of no importance, as we should be able to pay off the bank their whole balance of $40,000. The ground rents amounting, independent of the sale to the Water Works, and the sum paid off by Jones, to ($2,400) say twenty-four hundred dollars; at all events, we are now in the receipt of as much interest as we owe the bank.

I have not yet spoken to Drinker respecting our next payment of $20,000, in March next; but make no doubt the bank will be satisfied with the interest being paid, and give us further time for paying off. Perhaps I may get them to take part of the ground rents as far as $10,000, so that we should only owe them but $30,000, and a promise to pay it off as soon as we either sell the ground, or realize the ground rents remaining. I have spoken to Biddle on the sub-

ject, who agrees with me it is best to sell the ground rents even at fourteen years, and pay off the debt. I hope in a few days to furnish you with the different accounts, or I still hope you will find it convenient to come on, when you would be better able to examine for yourself, and see how every thing stands. Nothing farther respecting the navigation of the Schuylkill, other than a general opinion that it ought and will be made navigable; and if the war lasts, it becomes the more necessary. If this takes place, I need not express to you the value it will necessarily give to all property, particularly that part of the hills laying along the river, as it would at once afford a complete landing place for all the articles brought down, and would in a very few years make it a place of considerable importance.

On the opposite side, I send you a sketch of the amount of ground sold, the whole of which is comprised in less than six acres, leaving still seventy-four acres, besides the quarries and the river front, except the sixty feet sold to Jones, out of the whole distance of 1200 feet laying along Callowhill street, (or as you may understand it better,) between the furnace and the bridge. Our friend Biddle amuses me very much; from having a great deal of the best business in the broker's line, and in addition a proprietor of the Bush Hill estate, he has really become almost insupportable, so much so that I can hardly obtain from him his opinion respecting the Hills property, which I have had occasion to do, since I have offered the ground rents. He often makes me and his partner John Wharton laugh at his manner and observations respecting the two properties; at least, you would suppose he certainly was one of the first men of fortune among us.

Do not forget to send me your note for the $5000 which falls due early the next month, I believe the first or second.

Yours, truly,
H. NIXON.

List of ground rents.

Jos. Innes,	130 ft.	at	$2,	$260	
"	90	"	1,	90	
					$350
Jos. Jones,	244.6	"	2,		489
"	200	"	3,		600
"	60	"	2,		120
Water,	60	"	3,		180
Charles Miller,	86.6	"	2,		173
Peter Leslie,	80	"	2,		160
Marg't Heller,	20	"	2,		40
Jonas Smith,	36	"	2,		72
John Kessick,	18	"	2,		36
Water Works,					1,000
Hy. Sergeant,	40	"	2,		80

Mervine,	30 ft. at $2,	$60	
Briggs,	30 " 2,	60	
Deal,	40 " 2,	80	
Howell,	105 " 2½,	262 50	
	Interest,	3762 50	Principal $62,708 32

Pasture lot leased for 6 years, at $204 per year, 204 00

$3,964 50 per annum.

The interest, you will see, is $3,762 50. Principal, $62,708 32

But as the bond from the Water Works was paid over to the bank, say $16,666 66, it reduces the principal and interest, say - - - - - 16,666 66

The interest to $2,762 50, and the principal to - 46,041 66

From which you will deduct a payment made by Jones, of - - - - - - - - - - 6,333 33

Leaves the interest now receivable on - - - 39,708 33

Equal to $2,382 50; to which add the rent of a pasture lot, 204 00 on a lease, is $2586 50

More than the interest due the bank, by $186 50

No. 5.—Letter, same to same, Monday, Feb. 12, 1815—admitted and identified.

Monday, Feb. 12, 1815.

Dear Morris,—It is with sincere pleasure I have to congratulate you on the pleasing news received yesterday from your place of the news of peace. It was received by all classes with a degree of enthusiasm such as I have never witnessed on any other occasion: to-day was likewise received the news of the British having evacuated New Orleans, after having received such a repulse as, I believe, never was witnessed by the British on any occasion whatever; and which, I may say, ends the war highly glorious to the American character, and places them on high ground in the eyes of all Europe. As to business, no one appears at present to think of it, all being satisfied that peace has taken place, and, until they get over the intoxication, I may say, which that event has produced, it is impossible to say what its effect will produce. It is sufficient for us, however, to know that it must and will have a favorable effect, and must give a fresh spur to the operations of the Hills. I met the old General to-day, who is, as you may suppose, quite *alive again*, and looks forward, not only to the Hills, but to the Bush Hill purchase, with more pleasure and certainty of success than the prospect which presented itself for the last two months; believing, as he did, that the war was still to continue, and would necessarily seriously

affect that property by its continuance. As to our friend Biddle, he is now too much, and I can compare him to nothing, or any body, unless like Doctor Lenitive, who *damns the shop*, and would feign become, not only the *fine gentleman*, but the *great man*. I saw him a few minutes after the news of peace arrived, and his joy was so great that he really appeared to be beside himself; and, after passing our congratulations on the news of the morning, observed he was going to see Cadwalader, and left me, observing "What do you think of Bush Hill estate now?" Having, my friend, given you an account of *our great funds*, I have only to say, that I shall go on and endeavour, if possible, to make sale of our ground rents, so as to enable us to make good our payments to the bank of the next $20,000, which falls due on the 27th March next. General Williams likewise agrees with me that this would be very desirable. Not that I believe the bank will *insist upon the payment* now, (owing to the *present* state of affairs,) yet, as your opinion coincides with his, that of getting out of debt will make it alone desirable.—Should, however, I find it difficult to dispose of the ground rents on terms perfectly satisfactory, I am satisfied I can arrange so with the bank to renew the payment for twelve months, until that event takes place, or trust to another summer for disposing of them. Satisfied, that with the improvement of the navigation, and those which necessarily will take place in the course of this season, there will be no difficulty in complying with our stipulated payments after this year.

General Williams showed me a letter from Mr. Biddle in the Senate, which says the bill for the improvement of the navigation will certainly pass: so that I count upon its becoming a law, without doubt; and, with a peace having taken place, I am likewise satisfied it can and will be carried into effect with more certainty than if the war had continued. Pray tell me in your next if you intend to come on here soon; if not, perhaps for the sake of a ride, and the pleasure of paying you my respects, I may possibly be induced to pay *you* a visit before the breaking up of the freshet, and the roads become bad.

Yours truly,

H. NIXON.

No. 6.—Letter, same to same, without date, postmarked "Philadelphia, March 4th," 18¾ cents postage—admitted and identified.

Dear Morris,—I wrote you a few days ago, and was then in hopes of being able to put in execution what I have long wished, of paying you a visit; since when we have had a good deal of uneasiness in consequence of the serious indisposition of our little boy Harry, who was despaired of for many days; in fact, his recovery is considered as a miracle. From having been bled, blistered on his breast and head, he is so far recovered as to be out of danger. In

addition to all, I have been laid up with a dreadful bad hand, having got frost-bitten; and one of my fingers became so bad as to render it necessary to have an operation performed to prevent, as it was feared, a mortification. We are, thank God, well again.—You will observe, by my scrawl, I have not yet got the use of my fingers; and, as the Devil would have it, my right hand and middle finger most affected. Having thus given you an account of our troubles, I have only to say that Biddle has appointed to-morrow to examine the Morrisville books and accounts, which I have at last got completed and entered, sending you a balance sheet, so that you will be able to see how we stand. I wish it were in your power to come on; I hope it will not be long, as I find I must give up my intended visit to you. On the present face of the accounts it will appear you will owe Biddle a balance of about $900, arising out of a sum he paid for the remainder of your half of the 100 Bridge Shares; against which, however, you will have credit for the *half* of the draft paid by you to Lion and Jackson, due by Colonel Williams; so that it will reduce your balance to about $700, after paying for the wharf and stores, which have cost about 6 to $7,000, excepting about $1,500, which still remains due and unpaid. We have likewise on hand about 2,500 or 3000 perches of stone, as well as some outstanding debts for stone and ground rents, about $300, and in notes receivable, payable in 60 days, about $800. In order, however, to meet the payment of the wharf and store, I was obliged to borrow with Mr. Biddle, of the bank, about $2000. This we shall pay off as soon as the stone is sold, and the $800 in notes, when paid, will go towards paying the balance still due on the store, so that we shall be nearly out of debt, and have made no small improvement in the bargain, as you will, I am sure, acknowledge, when you see the store and wharf: it is, I can assure you, a formidable building, and looks well now that it is finished. I have not yet sounded the bank relative to our next payment on the 27th of this month, but make no doubt our paying the $2,400 interest will satisfy them. I was, and am still in hopes to have made a sale of the *ground rents*, or *some of the lots on hand*, several persons having applied to me, but they wish to go out and see the ground, and nothing but the unfavorable state of the weather has prevented our seeing them. I shall, however, lose no opportunity, and I feel sanguine, that now peace is restored, that I shall be able to do as well next year as I did last, which certainly, under all circumstances, was better than we had a right to expect. Adieu! Let me hear from you. Before I close my letter, let me express to you the feelings of regret *with* which your mother and myself felt at learning the death of *poor Fulton*. Yours truly,

H. NIXON.

As our banks are rather drawing in, in order to place themselves in a situation to pay specie, and as it will be necessary for us to

produce about $2,000 to pay off our part of the interest and Biddle's balance, could you not get my note discounted in your favour for that sum; or, if you choose, I could draw a draft on you in favour of *Biddle*, and you accept it at 60 days; or I have no doubt it would do in favour of H. Drinker, Cashier: this I should prefer.

No. 7.—Letter, same to same, dated Friday 6, 1815—postmarked *April*—admitted and identified.

Friday, 6*th*, 1815.

Dear Morris,—Your letter, without date, I received this morning, and, in reply, have to mention that I have not yet drawn on you. In my last, I believe I mentioned that giving you credit for half the draft paid by you to Jackson Lyon, *that* it would reduce the balance due by you to Mr. Biddle on the final settlement of the accounts, to about $700; and as the bank would be satisfied with the interest, say $2400, your proportion being $1200, it would require about $2000 to make good your half the sum now due.

In consequence, however, of your letter this morning, I have seen Mr. Biddle, and we propose to get a note discounted for the amount of the interest due, say $2400; and as to your balance due him, I have proposed to allow him interest, with which he is perfectly satisfied. At the same time mentioned to him your wish of disposing of a certain part of the ground rents, so as to meet, not only the accruing interest of $2400, but to pay off your half of the present instalment now due, the 25th March last, of $20,000. And in order to meet this object, that if he were unwilling to sell at the prices which we could obtain for the ground rents, that we might divide them. This he readily agrees to, not willing to sell at the present prices; and as the bank does not require that part of the principal now due, to be paid; and, indeed, should they even require it to be paid next year, there would be no difficulty of borrowing the whole sum on mortgage. Under this view of the subject, and taking into consideration other *parts of your letter*, I proposed, however, that as he was not willing to sell, that he should take part of the ground rents, say one-half, and that we would receive the remainder; and as Mr. Jones had sold the ground, purchased of us, to a Mr. Caldcleugh, who was desirous of buying off the ground rents, to let us take those, and to give in lieu Innes, and such other as would make up an equal sum; all which he willingly acceded to; and in consequence of which I called on Mr. Caldcleugh, and have offered them to him at twelve years' purchase. I am not without hopes of his taking them. Should I be fortunate enough to make this sale, though the price is low, yet it will enable us not only to pay off our half the instalment, due 25th March last, but something towards the interest, leaving still a balance of ground rents, to pay off part of the remaining interest on our half next year. For you will recollect, that independent of the sum paid off by Jones, and the water works, there still remains

$39,706, principal of the ground rent. And, however the interest on that sum is just equal to pay what we now owe the bank, yet I prefer, with you, making a small sacrifice in selling the ground rents, and realizing enough, so as to meet the instalments with the interest as they become due. I shall, therefore, endeavor, by all means, sell off as much as will meet *our half;* and as it will likewise be a stimulus for the colonel to do the same, notwithstanding Mr. Biddle's opinion to the contrary. You will recollect, your note falls due on Monday next, for $5000. Recollect, and send me a note by Saturday, for that sum—on a stamp.

Yours truly,

H. NIXON.

I wish it was in your power to come on here for a few days. Do not forget the note by all means. By the by, I was not aware this was Thursday. Send me the note, to be here by Monday's post. Should any difficulty take place in getting a note discounted, to enable me to pay the interest, I may possibly draw for your one-half, say $1200, at sixty days, when you can redraw on me, or I then can get a note discounted to meet it, and send it on to you. This, however, I do not think will be necessary. I am to go with Biddle, tomorrow, and settle it with Mr. Drinker, somehow or other. The bank *are* satisfied with having the interest paid, and do not require the instalment of $20,000 to be paid this year, as was stipulated in the bargain, and which would have to be*en* paid 25th March—it then falling due.

No. 8.—Letter, same to same. No date. Postmarked 10th April; postage 18¾ cents—admitted and identified.

Dear Morris,—I have already written you a letter by this day's mail, since which I have seen Mr. Biddle, who says he thinks our offer of the sale to Caldcleugh is too low, and has proposed to take them himself, provided you agree, at twelve years. For my own part, I am willing to let them go, as it will be equal to thirteen years and a half purchase, on the whole of Jones'—Jones having paid, you will recollect, one third off at par—and, as it will enable us to make good our payment to the bank, of $10,000, but which the bank does not require; recollect, that we shall have only $10,000 more to pay them on the 25th March next, to make good *our entire payment;* and which, I have no doubt, I shall be able to sell off the remainder of our half the ground rents, so as to meet it at or before that time; at all events, we shall be receiving as much interest as will be equal to our proportion of the accruing interest, say $600. I hope you will approve of this arrangement; for my part, I am clear for doing it; for, though the ground rents are pretty well secured, yet there is nothing like *paying off the principal to*

the bank, and *getting* out of debt. At least, we shall have reduced the debt so small, by the 25th of March next, as to make it *of no moment*.

We propose, viz:—Jones, 489 interest, one lot.
120 paid off.

369
600 —— one lot.
Paid off, 200 400
180 —— one lot.
Paid off, 60 120

Making in all the sum of $889, and one on which nothing is paid off, $120,
makes the full sum of $1009 on account of Jones' G. rent.
350 " Innes' do.
80 " Deal's do.

$1439
12 years' purchase.

$17468 likewise one of 262.50, Howell's G. rent.
3050
20518, one-half of which belongs to Colonel Williams, the other half, or $10,259, belongs to us, and to be paid on the 1st of August next, with interest, from the 25th March last; so that we shall, on that day, be able to pay the bank, as before stated, all but the last payment, and which will not be due till next March.

If, therefore, you approve, you may consider it done, and write me accordingly.

We have paid the bank the interest of $2400, *this day*, with which they are satisfied. I have likewise mentioned to Drinker my plan of paying off our half in August, by the sale of the ground rents, and he thinks it right, though they are sold low; but he agrees with me, there is nothing like getting out of debt; and as they are not secured by buildings, they, of course, are not worth *as much*; as we sold the ground off at good prices, he advises me to conclude, and will take Biddle's payment on account of the bond, should we wish to pay off our half at *that time*.

Yours truly,
H. NIXON.

This will be handed you by my friend, Mr. Craig, of this city. In haste, as you will see by the scrawl.

Don't forget the note for Monday for $5000.

No. 9.—Letter, same to same, dated Wednesday—postmarked April 19th—admitted and identified.

Wednesday.

Dear Morris,—I am afraid you will almost be tired of my communications; but owing to Colonel Williams being much indisposed, and prevented consulting with him, and as Biddle is far beyond my views, or indeed yours, it becomes more necessary.

The fact is, however, that Messrs. Lehman, Smith & Son, who purchased Dr. Hunter's property, adjoining the Hills' estate, being anxious to purchase the lot adjoining theirs, and through which the stream of water passes, I am at a loss to say at what price; Mr. Biddle, with whom I have conversed, being so far beyond what they, as well as myself, conceive the ground to be worth. They would willingly give for the square lying on Hamilton street, and extending to Morris street, and bounded by Front and Second street, $10,000, for about three acres, 107 perches; or they would buy the large lot, lying on Francis' lane, the extreme end of our ground, bounded by Second and Front streets, and Morris street, making about six acres, for $1,500 per acre, or perhaps $10,000.

These prices our friend Biddle will not hear of. The lot first described, he asks $20,000, or three dollars per foot, on Hamilton street, through to Morris street; and for the lot on Francis' lane, at the gate, four thousand dollars per acre; making $24,000 for it. At these prices, I am sure nothing can be done; and though in time they will become valuable, yet it must be acknowledged, they are as yet remote from any immediate improvement. For my own part, I am satisfied it is only for the purpose of retarding sales; or, perhaps, as the Bush*ell* Hill people gave at that rate, or three thousand dollars per acre, on an average, for their ground, he is unwilling to sell ours for less, as it would indeed depreciate theirs; for at these prices, they would be only getting back their own money, while we are getting a great advance for the remotest part of our estate. Recollect, ours was at the price of $1,000 per acre, for *Callowhill front water-lots*, and all; and, if we could realize the back lots at $2,000 per acre, it is making at once 100 per cent. for the worst, or remotest part of the estate, and which we always conceived least valuable.

I write you this in haste, waiting your ideas on the subject. I am to go out, however, with Dr. Lehman this afternoon, and do not despair of doing something, and shall trust to you and Williams to bear me out, should Biddle be dissatisfied; at any rate, we could take it, and give him a lot as an equivalent, to do with as he pleases.

Yours truly,

H. NIXON.

I wish you would come on. I shall keep the thing alive till you can, should the Dr. not come up to a price that I should feel authorized to take for the benefit of all concerned.

No. 10.—Letter, same to same—dated Tuesday—postmarked April 18th—admitted and identified.

Dear Morris,—I have your letter, and in reply have only to state, that your note for $5,000 was done; and when I mentioned to you about reduction, it will not be till next sixty days, and then only $500, or ten per cent. I have offered *one-half the wharf for four hundred dollars per annum to the water-works;* they will readily give *three hundred*, and expect an answer on Monday next, when the committee meet. They have already commenced discharging their wood, which gives a busy appearance, having three or four shallops constantly discharging. I expect to rent the remaining half, say 100 feet, with the store-house, to Mr. Hollingsworth, who at present occupies Mr. Evans', but prefers ours, owing to the *turnpike*. I shall not differ with him *for trifles*, as I am sure it will be immensely advantageous; and, like what old Franklin said, there is nothing like putting up a *pigeon-house*, it will soon draw pigeons *from your neighbours*. I expect to go with Mr. Hollingsworth out, to look at the store-house, some day this week. I hope you will be able to come on ere long, as I wish to improve a part of the property from the west side of our wharf up to the bridge, by filling up more ground, and making a complete place for discharging wood or lumber, and can be done at a small expense, it already having filled up considerably since the wharf has been run out.

Yours truly,

H. NIXON.

I shall immediately bring the matter of the ground rents to a close; and, from a conversation had with Mr. Waln, in case we should sell to Biddle, the bank will do what we require as to the amount *of the ten thousand dollars paid by us*.

No. 11.—Letter, same to same—no date—postmarked 14th April; admitted and identified.

Dear Morris,—I this day saw Biddle, who wished to know if I had got any answer respecting the ground rents. I told him I had, but you had not time to give me a final answer, but I expected to receive one in a day or two.

He is candid in saying he thinks them low at twelve years' purchase, but is not disposed to give more; at the same time wished me to see Caldcleugh, or any other persons, and sell them for more if I was able, and if not, he would still buy them at the twelve years. I therefore am only waiting your answer, as I find Cald-

cleugh will not give this price for them; and, as they would be more valuable to him than any other person, I fear a greater price cannot be obtained for them, though it is certainly low. And yet, when you consider that we are realizing them at a price which enables us to meet our engagements at the bank, and the amount of the ground sold to do this, a mere bagatelle, *I may say*, I do not know but it is best, as it leaves the then balance due by us to the bank, our half, but $10,000; against which, after selling Biddle the ground rents, so as to raise the $10,000 due this last March, there will still remain, belonging to the concern, a further sum of near $600 per annum, still left; half of which, say $300, with what we shall receive from the sale of gravel, stone, &c., and the rent of half the wharf to the water works, which I expect I shall do for the price of $300 per annum, will be more than sufficient to pay the interest due on the 25th March next, at all events. It will be a pleasant reflection to know we cannot be liable for more than the balance of our half of $10,000; as I take for granted, when Colonel Williams finds we shall have paid off our half this year's instalment, in August next, and which was due in March, he will not be long before he does the same; in which case, the bank, having then received $60,000, they will, I am sure, nay, I will guarantee it not to ask for the remaining $20,000 until it suits our convenience, so long as we pay them the interest punctually every year. Having thus, my good friend, given you my opinion fully on the subject, I shall be willing to do what you may please to direct. I believe I have not before mentioned to you, the water works purposes to rent half our wharf for the unloading of their wood shallops. Biddle's idea for the rent was $500; this was ridiculous, and would only have driven them to the wharf below; for, as they must haul it from off the wharf to the engine-house, a small difference more in the price of the hauling would have enabled them to do so, and on terms more favorable; and nothing but a desire on the side of the committee to give us a preference, has induced them to consent to give this price. Indeed, it is not finally fixed, other than one of them told me, confidentially, if we asked more in our letter, we might possibly lose it, as they could be accommodated elsewhere. And again, I conceive the very object of bringing the shallops to our wharf is of itself of importance, and may, *and will*, necessarily bring others. I therefore have made them the offer of *one-half only*, at the rate of *three hundred dollars* per annum, having first convinced Colonel Williams, who now thinks as I do, that it will be an advantage.

Your note for $5,000 was paid, and your note taken up. I fear, however, that we shall be obliged to take off, next time, $500, or ten per cent., as the bank is, and has for the last two months past, reduced all their discounted paper at that rate. I likewise got a note done as agent, for the $2,400 interest, and paid Mr. Drinker, and got a receipt on the bond. I hope, before this note comes

round, to be able to sell as much stone as may be able to pay a part off. These, with other considerations, all prove to me the propriety of selling off our ground rents, and extinguishing as much of the debt due to the bank on account of the Hills' estate, as we can, as I am well aware; in case anything happens to the Colonel, it is best to have as few dependencies as possible.

With sincere regard, I remain,

Yours truly,

H. NIXON.

I wish it was in your power to come on here, if but for a few days, when we could arrange everything, and place them on a proper footing, &c.

No. 12.—Letter, same to same, directed to Mrs. Dowson's, Capitol —City of Washington—Friday, 2nd February—inside—Post-marked 2nd February—admitted and identified.

Friday, 2d February.

Dear Morris,—I received your letter, and in reply respecting the shipment of coffee, we have received a bill of lading for 17,000 lbs. for account of Mr. John Kane, at least the proceeds to be held subject to his order, as holder from Mr. Archibald Kane.

It appears, therefore, there is none for you. The vessel has put into Norfolk, but is expected round immediately, and as our navigation is now open, we look for her momently. I wish you to send me your note for $4,500, to take up the one for the same amount falling due the 19th of this month.

You will, no doubt, have seen young Williams, who left this for Washington; should he be returning, it would be well to send the note by him, or by the mail in due time. I hope on your return to lay before you the full statement of the Hills estate, and an arrangement I am about entering into respecting gravel, pasture, and renting out part of the quarries, so as to bring in a nett revenue of $2,000 *per annum*, independent of the remaining *ground rents still left*, as well as the rent for the store of $300 per annum, and other *quarry rents that are and may be still rented out.*

The water works likewise have applied *indirectly* for the remaining *half square.* They find themselves *cramped* for room, and I believe are disposed to give a *good price*, but not equal to what our friend Biddle expects, to whom I mentioned the business, and proposed to offer it to them for $20,000. This, however, is far beyond what I expect they would give for it, though Biddle, on mentioning *this sum*, says no—we must ask more; we have them in our power, and *we must make them pay for it.* For my own part I would not hesitate a moment, as it is a *great price*, and completely *relieves us from the bank*, who is willing to take their *bond and re-*

lease us. I have, however, seen *Rush, and encouraged* him in the belief that we will sell it to them as soon *as you arrive, at a fair price.*

Yours truly,

HENRY NIXON.

Do not *forget the note;* it is due on the 19th of February, 1816.

No. 13.—Letter, same to same, directed to New York—no date—postmarked July 16th—admitted and identified.

Dear Morris,—I have received your letter respecting Mr. Campbell, and am sorry to find he is disappointed in not seeing me on the Hills. The fact is, however, that I have been out of town for the last week engaged with my hay, but previous to going into the country Mr. Savage informed me that Mr. Campbell was on here, and wished information respecting the Hills. I told him I would give Mr. Campbell any information he wished; this Mr. Savage said was very well, but that he had been fully satisfied respecting the property through Mr. Biddle, and that as you were coming on, it was sufficient till you arrived; from this time till I read your letter, I never heard any thing more respecting Mr. Campbell, till I received a note from Mr. Walker on Thursday afternoon, that Mr. Campbell had called on me, but intended going to New York next morning. Thus far as respects Mr. Campbell. As to the information you now wait for, I fear it will not be in my power to give it as full as you wish, other than that $40,000 has been paid the bank, and that Mr. Biddle has given an engagement to the bank to pay for you $10,000 more between this and 1st August, on account of the ground rents purchased by him—which, when done, will leave a balance due the bank of $30,000—$20,000 of which Mr. Williams and Biddle are liable; $10,000 your own. All *the interest* has been regularly settled up *to the 1st March last.* The whole amount of ground sold does not exceed twelve acres out of the original purchase of eighty acres; reserving *all the quarries, water lots, and gravel.* The ground rents, still remaining on hand, exclusive of the sale to Mr. Biddle, are worth at least $10,000, which forms a part of *the twelve acres.* I give you this information, in hopes your friend will be satisfied with the security, but shall send on the necessary papers if they can be attained; but, as Mr. Biddle has left town for the sea shore, and having possession of all the papers, I fear it will not be in my power.

Yours truly,

H. NIXON.

No. 14.—Letter from H. Drinker to Thomas Morris, dated April 21st, 1816—admitted and identified.

Bank of North America, April 21st, 1816.

Respected Friend,—I acknowledge thy favor of 19th instant, covering thy note to Henry Nixon for $4,500, dated 22nd of this month, at sixty days, which I will deliver to him when I see him.

I take the liberty to mention, that the interest on Williams and Morris's bonds is as usual in arrear, being due the 25th ult., and still unpaid. I have mentioned this to H. Nixon, and he talked about some negotiation with Thomas Biddle, who he said was to pay the interest. It cannot but be admitted, that any arrangement between joint debtors can be of little importance to their creditor, provided the debt due is paid, but very unsatisfactory if not paid.

I am, respectfully, thy friend,

H. DRINKER.

THOMAS MORRIS, Esq.

No. 15.—Letter from Henry Nixon to Thomas Morris, dated "Thursday," without other date—and no postmark—admitted and identified.

Dear Morris,—Inclosed is a plan of the ground sold, as well as the papers you wrote for; likewise Mr. Drinker's receipt for $40 paid; and as soon as Biddle pays the $10,000 for the ground rents purchased by him, I shall take care to have the receipt on your bond, which will only leave a balance due of $10,000 for your balance, and $20,000 for Messrs. Biddle and Williams. The ground rents yet remaining on hand of the ground sold is about $10,000, which, with the sale of stone, gravel, rent of store, &c., will more than pay any interest on your remaining part of the purchase money.

Times are going on briskly with the quarries, having 10 or 15 men constantly employed, and carting the stone as fast as *he* can quarry them. We have likewise made a contract with the commissioners for all the gravel they may want this year, having at length satisfied themselves that *our* gravel is far superior to *Bush Hill*.

Yours truly, HENRY NIXON.

P. S.—Biddle is at present at the sea shore; he, however, promised me he would pay the $10,000 as soon as he returns. It might not be amiss to drop him a line on the subject, should you think it proper.

[Here follows plot of the ground—page 119.]

The whole Plot 80 acres.

Sold—	One	square	4 acres:	Basin.
	One-half	"	2 "	Engine-house.
	One-half	"	1½ "	Innes.
	One-half	"	1 "	Jones.
			8½	

A part of a square lying between Hamilton Bridge Road, John street and William street, supposed equal 1½ acres, excepting 80 feet in the centre, not yet sold.

90 feet to Innes, on Washington street, running 96 feet deep: 40 feet on Callowhill and the corner of William street, to Mr. Deal; which, with 60 feet sold Joseph Jones, adjoining the wharf and store, running from Callowhill to the river, is all that is disposed of, making, in all, about 12 acres.

No. 16.—"An Account of Ground Rents sold to Mr. Biddle, but not yet received"—admitted to be in Mr. Nixon's handwriting, with an endorsement by Mr. H. Drinker—entitled "State of Securities held by Bank of North America"—admitted and identified.

Ground Rents sold to Mr. Biddle, but *not yet received.*

Joseph Innes - - -	$350 per annum.
Joseph Jones - - -	1389 "
Samuel Deal - - -	80 "
	1819 per annum at 12

years' purchase; one-half belongs to you, the remaining half to Jonathan Williams; and when paid, will be handed over to the bank, and receipt taken on your separate bonds.

Ground Rents remaining on hand unsold.

Thos. Mervine, feet	30	2	60	equal to	$1,000	
C. Heller	20	2	40	"	666	67
Sergeant	40	2	80	"	1,333	33
Kessick	18	2	36	"	600	
Smith	36	2	72	"	1,200	
Miller	86.6 in.	2	173	"	2,883	33
Zeslin	80	2	160	"	2,666	66
		Interest	621	Principal	10,349	99

Besides rent of the wharf	$300	
Store	100	
Smith, for lots	204	
5 years' lease per annum, pasture lot	80	
	684	Clear income of $1,305.

State of securities held by Bank of North America, of three bonds of Jonathan Williams and Thomas Morris, dated 2d of January, 1812, for $20,000 each, with interest from the 25th March, 1812.

Payable—One the 25 March, 1814, with interest,		$20,000	
One 25 March, 1815,	do.	20,000	
One 25 March, 1816,	do.	20,000	
			$60,000

Secured by mortgage on messuage or tenement and westernmost part of Springetsbury, &c.

Recorded in office for recording of deeds, &c., for city and county of Philadelphia, June 23, 1812, in Mortgage Book J. C., No. 9, page 35, &c.

Payment has been made as follows:

The bond due 25 March, 1814, in an obligation of the Mayor, Aldermen and Citizens of Philadelphia for	$16,666 66	
In cash	3,333 34	
		$20,000

And there remains unpaid:

The bond due 25 March, 1815	$20,000 00*	
The bond due the 25 March, 1816	20,000 00	
		$40,000

Interest on the whole paid up 25 March, 1816.

Bank of North America: H. DRINKER, *Cashier*.

* Biddle is to pay $10,000, on his return, for your account.

No. 17.—Account in the handwriting of Mr. John Hockley—admitted to be in Mr. Hockley's handwriting, but not admitting any connexion between him and Mr. Thomas Biddle—dated at foot, 4th June, 1816.

Thomas Morris in account with Thomas Biddle.

DR.	To balance of account as settled by Henry Nixon	$717	12
	One-half of interest, as per account, $521 13	260	56
	One-half of $379 30 advanced Joseph Innes	189	65
	Balance	9791	67
	Dollars	10,959	00
CR.	By One-half of $1,500, balance due Henry Nixon, for his services as agent	$750	00
	Ground rents purchased of Henry Nixon, $20,418, one-half is	10,209	00
	Dollars	10,959	00
	By balance	$9,791	67

March 25th, 1816, Thomas Biddle engages to pay the balance of nine thousand seven hundred and ninety-one dollars and sixty-seven cents, to the Bank of North America, as of the above date, for account of Thomas Morris during the months of June or July. Philadelphia, June 4th, 1816.

No. 18.—Promissory Note, dated Philadelphia, January 2d, 1812; drawn by Thomas Morris to the order of Jonathan Williams, for ten thousand dollars, with interest; payable 25th March, 1813, with interest from 25th March, 1812, with the name of Mr. Williams cancelled, and a receipt of payment, 25th March, 1813. H. Drinker, Cashier B. N. A. Admitted and identified.

Philadelphia, January 2d, 1812.

On the twenty-fifth day of March, one thousand eight hundred and thirteen, I promise to pay to the order of Jonathan Williams, Esq., without defalcation, with legal interest, from the twenty-fifth day of March, one thousand eight hundred and twelve, ten thousand dollars, for value received.

THOMAS MORRIS.

$10,000—with interest at six per centum, from the 25th of March, 1812.

No. 19.—Account from Mr. Drinker, Cashier; "Thomas Morris and Jonathan Williams." Signed by H. Drinker, Cashier, July 24th, 1812. Admitted and identified.

Thomas Morris and Jonathan Williams, in account with the Bank of North America, for two Notes of $10,000, drawn and endorsed by them.

DR.

1812.—To two Notes for $10,000 each, payable 25th March, 1813, with interest from 25th March, 1812, - - - - $20,000

CR.

1812.—By payments on account of the contra notes by Thomas Morris, July 21st, 1812, - - - - - - - $700
By do. do. 23d, " - - - - - - - 6,700

H. DRINKER, *Cashier.*

July 24th, 1812.

No. 20.—H. Nixon's draft on Thomas Morris, in favour of Thomas Biddle, for $2,000; dated Nov. 4, 1814. Accepted and paid. Admitted and identified.

$2,000. *Philadelphia, November 4th*, 1814.

Sixty days after date, pay to the order of Mr. Thomas Biddle, without defalcation, two thousand dollars, value received, and charge the same to my account.

HENRY NIXON.

To Mr. Thomas Morris, New York.

Accepted this 28th December, 1814.

THOMAS MORRIS.

Endorsement—Pay to order of Prime, Ward & Sands.

Thomas Biddle.

Pay Mechanics' Bank. Prime, Ward & Sands.

No. 21.—Draft, H. Nixon, Agent of Morrisville Estate, on Thomas Morris, favour of Jackson & Lyon; $419 62. 22d Dec. 1814. Admitted and identified.

Philadelphia, December 22d, 1814.

Thomas Morris, Esq., New York—Pay to the order of Messrs. Jackson & Lyon, four hundred and nineteen dollars 62–100, and charge the same to account of the Hills Estate.

HENRY NIXON,

$419 62–100. *Agent Morrisville Estate.*

No. 22.—Certificate of deposite by Thomas Morris, to the credit of Nixon & Walker, $500, in Bank of New York, dated January 16th, 1818. Not admitted.

No. 23.—Thomas Morris's check, May 15th, 1818, to Henry Nixon's order, $542, on the Mechanics' Bank of New York; endorsed by Mr. Nixon and others, and has the cancellation mark of the bank. Admitted and identified.

New York, May 15th, 1818.

Cashier of the Mechanic's Bank, pay to Henry Nixon or order, five hundred and forty-two dollars.

$542. THOMAS MORRIS.

Endorsement—HENRY NIXON.

Pay the Bank of New York for H. Drinker, Cashier.

ROBERT B. TAYLOR.

CHARLES WILKES, *Cashier*.

No. 24.—Thomas Morris's check on the same bank to the same order, for $102 33; endorsed and cancelled at the bank, dated 29th July, 1819. Admitted and identified.

New York, 29th July, 1819.

Cashier of the Mechanics' Bank in the city of New York, pay to the order of Henry Nixon, one hundred and two 33-100 dollars.

$102 33-100. THOMAS MORRIS.

Endorsement—HENRY NIXON.

Pay the Union Bank of New York for H. Drinker, Cashier.

ROBERT B. TAYLOR.

Received payment, JNO. LOW, Cashier.

No. 25.—Check of same, on same bank, to the same order, April 3d, 1820, for five hundred dollars; endorsed and cancelled at the bank. Admitted and identified.

New York, April 3d, 1820.

Cashier of the Mechanics' Bank in the city of New York, pay to the order of Henry Nixon, five hundred dollars.

$500. THOMAS MORRIS.

Endorsement—HENRY NIXON. NIXON & WALKER.

Pay the Union Bank of New York for H. Drinker, Cashier.

ROBERT B. TAYLOR.

Received payment, JNO. LOW, Cashier.

No. 26.—Nixon & Walker's draft on Thomas Morris, Dec. 18th, 1819: favour of Henry Drinker, Cashier, for $700, at sight; endorsed by Drinker, and paid to John Low, Cashier. Admitted and identified.

Exchange for $700.

Philadelphia, December 18th, 1819.

At sight, pay to the order of Henry Drinker, Cashier, seven hundred dollars.

NIXON & WALKER.

THOMAS MORRIS, Esq., New York.

Endorsement.—Pay the Union Bank of New York.

H. DRINKER, *Cashier.*

December 20th, 1819, received from Thomas Morris the amount of the within draft. JNO LOW, *Cashier.*

No. 27.—Henry Nixon to Thomas Morris—Letter—June 16, 1818; admitted and indentified.

Philadelphia, June 16, 1818.

Dear Morris,—You will no doubt have seen by the papers, that great exertions have been made towards encouraging persons to subscribe to the navigation of the Schuylkill. Mr. Mifflin, who is very much interested in its completion, so far as having lands which will be materially benefited, has taken a very active part, and has succeeded in obtaining $200,000, subscribed from individuals and the city corporation. There remains, therefore, now little doubt of the whole $500,000 being made up, a sum quite sufficient to complete it throughout.

I need not, of course, point out to you the value it must give to the Hills: already persons begin to talk of the immense advantages, particularly this *part*, as it will, no doubt, become the great place of *depôt* for *flour*, &c. &c. The city Water Works have began to nibble at *the half square again;* and, as I believe, there is no doubt but the plan is to dam up the Schuylkill at or near Morrisville, for the purpose of supplying the basin with water, by means of a water-wheel; they are desirous of securing this *spot*. I have sounded *Mr. Graff*, and likewise consulted Biddle; and I really now believe, as there remains no doubt of the Schuylkill being rendered navigable, that the price we first asked them, say $20,000, will be obtained for it by a little management. Pray what do you think, as there appears a rage for the Schuylkill navigation, and its great advantages, to offer for sale by vendue some of the lots or squares of ground, or wait till another year, when there will be no doubt of its being rendered so far navigable as to permit boats to pass through

several of the locks, which are now so far advanced, as will enable the boats to pass through by the first of October next.

You recollect what Fulton once said at my house; that it would not be five years before steamboats would run between Philadelphia and Reading. Already the thing is talked of, and people begin to think it not so wild an idea as they would have done four years past; for my own part, I have not a doubt, in less than three years, we shall have boats towed by steamboats, with the products of the *Genesee country*.

Yours truly,
H. NIXON.

Original subscription	$160,000
Mifflin's	200,000
	$360,000
Still wanting but	140,000

Mr. Girard has seen *Mifflin*, and it would not surprise me if he took the balance. This between ourselves.

No. 28.—Thomas Biddle to Thomas Morris—Letter, March 24th, 1818—Admitted and indentified.

Philadelphia, March 24th, 1818.

Thomas Morris, Esq., New York.

Dear Sir,—We have had Mr. Innes with us, and he will pay us to-morrow $500. Nixon says he may have 3 or $400; say in all $900; leaving $1,500 to be provided for. If you send on $500, we, Nixon and myself, will manage the rest till he receives more money for stone. There is one item due of $660, and other sums. You know the necessity of punctuality with Drinker. Innes' bill for the additional building, of course, lessens part of our receipts. By the 3d or 4th of April, I hope to be able to get the accounts all arranged with Nixon, so as to send them on to you.

I will thank you for Biddle and Wharton's account with you. I will also thank you to write fully to Mr. Henry, and *ascertain* whether the United States taxes have been paid, that we may not lose the estate by any *neglect;* also as to the Saratoga lands.

B. & W. would be happy to arrange the business with the old man, on a compromise, if it could be done so as to cash us our purchase money and interest—we mean the Utica lands.

We presume more money has come into Mr. Henry's hands, if he has attended to the business. We wish to receive what may be due on this account. As to the mortgage on the wharf-lot here, Mr. Wharton is anxious for an early receipt of the money. T. B.'s half can lay for the present, say a year or two.

We wish to know the present value of 80 acres at Utica, and a sketch of the probable result of that purchase. We are afraid we

shall never see any thing *like* our money, but wish to know its cash value, and what it would command ¼ cash, and in ¾ths at one year, two and three years.

Yours, my dear sir, very truly,
THOMAS BIDDLE.

P. S.—Some of these inquiries will take a few days. The $500 please send on.—March 24, 1818.

No. 29.—Letter, Henry Nixon to same, dated "Tuesday evening," postmarked "25 Nov.," postage twenty-five cents—admitted and identified.

Tuesday Evening.

Dear Morris,—Mr. Joseph S. Lewis, Chairman of the Watering Committee, has just handed me a copy of the ordinance, with a report of the Watering Committee, recommending the purchase of the half square for $16,666 66, which is to be laid before the Councils on Thursday evening next. I consider the thing as done, and congratulate you, as I cannot but flatter myself it will meet your approbation; particularly as you will see by referring to the ordinance, a copy of which I will send you by some passenger, that they have it in contemplation to dam up the Schuylkill at Morrisville; at present they say but little about it, until they make arrangements for so doing. Certain it is, that Mr. Cooley, the engineer employed by the Schuylkill Navigation, has sounded that part of the river opposite to the engine house, and reports favorably, and has promised to return in a few weeks, and give them a more correct calculation of the cost: at present he does not believe it will exceed $50,000. This sum would, indeed, be nothing, considering the advantages that would result in making the navigation complete up to the falls, *or next lock:* at present nothing is yet done by the Schuylkill Navigation Company, but which will require some improvement to be made by them before that part is rendered sufficiently safe or navigable; and I learn from Mr. Mifflin that they have left it till the city should determine what they mean to do, as to the mode of supplying the city with water, which you will find is now to be done by damming at Morrisville, and by means of a water-wheel, (having a fall of six feet,) supply the city in this way; saving, not only the immense cost of new engines, (which they say will be required in a few years,) but the heavy expense of fuel, which now amounts to nearly $15,000 per annum; independent of which they will be then able to supply the Northern Liberties and Southwark, both which districts are very anxious to have the supply, and have made application to Councils for that purpose, but which they are incapable of doing under the present establishment; added to all which the damming up at Morrisville will enable them to have such water power, that they will be able to sell the water-right for manufactories, far exceeding any possible expense which a dam

capable of supplying the city can cost—having all the materials, &c., such as stone, *immediately on the spot.*

Having thus given you a full account of all within my knowledge and information, I cannot but feel pleased at having got the business so far arranged; nor should I, perhaps, without some little management, and the information obtained from my friend, J. S. Lewis, who was *candid*, and let me know *all that was passing.* This *latter part* you will keep to *yourself.* Biddle is much pleased, and says now it is an *enormous price*, very near $5,000 per acre; for you will recollect it is *only* 175 feet on the river, by about 400 feet deep—*less* than two acres.

Should, as I expect they will do, commence their operations next year in damming, it will doubtless call the attention of speculators, who may wish to purchase water lots. This, however, I shall leave for the present, and rest satisfied with what we have done. As I now feel easy, having paid off the bank when this purchase is completed, and the money paid over to them, *all* but $23,000, which the gravel alone, independent of stone, will more than pay the interest, which the bank say they will now be satisfied with as long as we choose, or until *convenient for us* to pay it off.

The gravel this *last* year will, I have every reason to believe, *be a handsome thing.* I have informed Mr. Innes I must expect his accounts to be furnished at the end of the *year.* This he has promised me; but as the season is still fine, and as the wagons are still busily employed, he wishes it left for the end of the year. Remember me to your wife, and tell her from me, that what I told her when here may yet be *realized*, that of the estate being worth *half a million of dollars*—at least, such is the *opinion* of many *intelligent men;* and, in the mean time, believe me to be

Yours truly, H. NIXON.

No. 30.—Letter, same to same—dated Saturday evening, 10 o'clock—postmarked Philadelphia, 25th December—admitted and identified.

Saturday Evening, 10 *o'clock.*

Dear Morris,—The ordinance for purchasing the lot has this evening finally passed *both Councils*—Mr. Lewis, President of the Councils, having this moment sent me a note informing *me* of it. I could not forbear informing you, as I am satisfied that the objects connected with *this purchase* by the city will be of *the greatest importance* to our interest, but which I am not able at this moment to enter into detail, or inform you of the advantages probably arising out of the sale. Wishing you a merry Christmas, and presenting my sincere prayers for the happiness of the *young couple*,

Believe me to be yours, truly,

We are all well. HENRY NIXON.

A dam *will certainly* be thrown across at *Morrisville*, for the supply of water.

No. 31.—Henry J. Williams to Mr. Morris—Letter, dated May 19, 1819—admitted and identified.

Philadelphia, May 19, 1819.

Dear Sir,—I was unable to send you Innes' account of the gravel and stone last evening, as I intended. I procured them from Mr. Biddle this morning, and have made a short abstract of them, which I thought you would like to see; 4,555½ perches have been sold for $3,843 80, of which $1,031 90½ are still due. The expenses amount to $3,114 29. We have, therefore, without making any allowance for bad debts, only a profit of $729 51. There are supposed to be 1000 perches now lying at the Hills, which, with 150 sold, but not measured, have not been brought into this account. There are no dates.

From April, 1816, to Dec'r 31, 1818, 21,082 loads of gravel were sold at prices from 12 to 20 cts. per load; $3,804 26 have been received; $287 03½ are still due. The expenses have amounted to $933 75. The balance in our favor is, therefore, $3,157 54, on the supposition that the $287 03½ will be eventually paid, and exclusive of Innes' portion.

The pasture has yielded $239 50, free from all expenses, in three years. I remain, dear sir, respectfully yours,

H. J. WILLIAMS.

No. 32.—Letter, Henry Nixon to Mr. Morris, dated Aug. 1819—no postmark—admitted and identified.

Philadelphia, August, 1819.

My Dear Sir,—You will no doubt be surprised at receiving a letter from me, so soon after your leaving here: but, from the conversation which we had together, respecting the Hills Estate, and the proposition made by Government, for you to secure to them the debt due by Mr. Kane, by a mortgage on the Hills, has, I confess, given me some serious thoughts, and regret that any steps of this kind should be found necessary, or that any difficulties might be thrown in the way, at the moment when I think the property is likely to come into play, and when advantageous sales may reasonably be expected to be made, but which may be retarded when it is known that the *U. States have a mortgage*.

At any rate, I feel anxious to know whether the disposition of *my interest* in the Hills Estate has been completed, agreeable to the understanding between us last fall: I mean the deed of trust to *Maria*. If not already done in the mode proposed, I must request you will lose no time in making me a deed of my ⅛, agreeable to your letter dated at Washington, long since: as you must be sensible, that however in equity that letter would be sufficient,

with your declaration, to establish my claim or interest in the estate, yet in law it might be attended with difficulties, *particularly* in case of *death*.

In making this request, I trust you will see, with me, the propriety of having it at once done, and that you will lose no time in informing me, as I am desirous my interest should be clearly identified, and thereby prevent any mistake in future, and which is always best to avoid, but which too often occurs by procrastination, and often leaves us to regret not having done what we ought to have done, till too late, and out of our power.

Under these reflections, I must request, if the deed of trust is not executed, that I may be permitted to have one drawn out by Mr. Sergeant, and sent on to you to be executed, as I am unwilling, as respects *myself*, to have it delayed any longer. Particularly, as you well know it was always my intention to have *my interest* settled *on your sister*, and of which she has been informed, and of course has *a right to expect it* of me. Yours truly,

H. NIXON.

In making this request, I hope you will approve of my conduct; and should it be necessary, I may possibly come on to New York and spend a few days, when we can have it arranged without difficulty; but as the deed of the Hills is with me, and as it would be necessary, perhaps, to have reference to it, it would be better for Mr. Sergeant to draw up the deed, being more conversant, and having some knowledge of what my intention was as respects *my interest*, long since. Pray, how would it do, instead of giving a mortgage to raise a trust in *escrow*, for the payment of United States debt? This I know has been done in Robert Waln's business, when he became liable for John Large, at the custom-house; so that the United States is first to get paid from Large's estate, and he only answerable for any deficiency afterwards. Let me hear from you as soon as convenient.

No. 33.—Letter, same to same, without date—postmarked, "Philadelphia, 20th," or "26th August." Postage, twenty-five cents, and was a double letter—admitted and identified.

Dear Morris,—Enclosed is a letter written you this morning, since which I have seen Mr. John Biddle, his brother being sick, and informed him of what we had agreed to. He thinks his brother *will not agree*, as he is of opinion we are giving up *too much*. I must confess I am little of his opinion, as you will recollect, however, the improvement operates in our favour. Yet we are not indebted to either the City or Schuylkill Company, it being evident for their interest the works ought to be *at Morrisville;* and in giving up eighty feet in addition to fifty feet for the dam, besides vacating Hunter and Morris streets, it is giving to the city great advantages, and for

which we receive no other benefit than *others* lying above us, and who still hold all their landing-places, and may of course come in competition. Biddle's opinion is, that as they now refuse the right of extending the canal, which *would be of importance to us*, that we ought to have had $5,000 for the eighty feet granted for the canal. Certain it is, they receive ground for nothing, and without which they could not have gone on.

Yours,

H. NIXON.

I wish to God you could have stayed *one day;* you may rely it is of importance you should have seen the *ground.*

No. 34.—Letter, same to same, 25th August, 1819—admitted and identified.

August 25th, 1819.

Dear Morris,—I wrote you, that Mr. Biddle objected (unless the right of extending the canal) to giving up 80 feet without pay, or unless the lock and canal should, as was first proposed, brought on this side. We have, however, had a conference with Lewis and Mr. Watson, and have agreed to relinquish both of the above projects, upon the city paying us $3 per foot, the same price we sold at before any improvement was contemplated, or $4,000. We have signed an agreement, binding you and myself, and Mr. Biddle for himself and Colonel Williams. I hope this will meet your views; but I confess I was not willing to relinquish beyond what was considered liberal, and however Mr. Lewis made us believe the canal would be extended, I find it very doubtful, it being a project of *his own*, but not much approved of by the other gentlemen; besides which, the present corporation may be turned out, and however we might hereafter be able to gain some advantages by being liberal, should Mr. Lewis and the present gentlemen remain in the corporation, yet a new set might think otherwise, and that the work done by the city, ample consideration for any benefit or liberality we may have acted toward them.

Yours truly,

H. NIXON.

In haste yours; they will no doubt agree to our proposal.

No. 35.—Letter, same to same, dated "Saturday," postmarked "Philadelphia, 21st August"—admitted and identified.

Saturday.

Dear Morris,—I wrote you a few lines yesterday, stating that I did not believe Mr. Biddle would agree to give up 80 feet without compensation or an equivalent; it is true he agrees that if you and I *was* willing to give up 80 feet he would be satisfied; provided, however, the advantages held out to us when he agreed to do so should

be confirmed by the city in the mode they proposed, that of *our* having the right of extending the canal along *our* own ground; *but* that if this is not acceded to, he does not conceive himself bound by our agreement to give up 80 feet without pay, and values it at $3 per foot ground rent, or $4,000 for the use of the ground to be occupied for the canal. I confess there is much reason in what he says, for you may rest assured, whatever benefits may result from the improvement, we are indebted to *no one*, but what nature has given us; as it is evident, both the city and Schuylkill Co. study their *own* interest in all they do. Biddle has written me a letter refusing to accede, which I have sent to Lewis, stating either the locks and canal must be on this side, if we give up 80 feet; but in case it is most for the interest of the city or Schuylkill Co., that the lock and canal should go on the other side, then we must have the right of extending the canal along our *own* ground; and if refused, then to insist on the sum abovementioned, namely, $4,000. So that we are all in the wind again. This much we know, they have gone too far to retract in the work, and consequently in *our* power. It rests of course with us to say how, or in what manner it is best for us to act; certain it is, if we were in theirs, I fear little mercy would be shown us, particularly from the Schuylkill Co., judging from Cadwalader Evans's opposition to every thing that can benefit the Hills.

Yours truly,

H. NIXON.

Let me hear from you.

No. 36.—Letter, same to same, "Philadelphia, August 28th, 1819," double letter—admitted and identified.

Philadelphia, August 28th, 1819.

Dear Morris,—Your letter of the 24th instant was duly received, and confess, was read by me with no small degree of solicitude and concern, and determined me not to write you in answer till I reflected on its contents.

I must confess to you, under a full and candid view of the subject, I regret that you should have found it necessary to place your interest in the Hills estate *in some degree* out of your power; not that I shall for one moment suffer myself to suppose that you will not be able to redeem it; but the fear I apprehend which will arise whenever it is known to the directors of the Bank N. A., who, at this moment, are alive to every thing as respects securities to the bank, by way of *bond* or *otherwise*.

In your letter to me, you yourself seem somewhat apprized, lest in giving this security it may create alarm, and therefore impose on me the profoundest secrecy; at the same moment you are sensible that whenever a sale is made, it will necessarily be known.

I confess I think, on more mature deliberation, another plan might have been adopted, which would have equally secured the United States for any deficiencies betwixt you and them, and at the same time obviated the difficulties which I fear will arise out of the plan proposed by you, that of making the District Attorney the Trustee.

I therefore barely suggest to you now, and which I am sure, if submitted to the Comptroller, would be acceded to, as it would in no way lessen their claims, at the same time prevent its militating against the interest of others connected with you in the estate. Had it all been yours, or even I only concerned, it might be different; but when you recollect others are concerned, that you ought not, nor indeed should it be asked of you, any thing which may possibly affect *their interest*. Instead, therefore, of the trust being in the *District Attorney*, I should have proposed that you should have placed the property *in my hands*, and let the trust express what is intended: and that in case of sales being made, the proceeds should in the *first instance* go towards paying off the bank. This, in case the bank should know of the circumstance, and cause an inquiry being made, would be satisfactory, and would enable me, if necessary, to get an extension of time on the bonds now due. 2d, Any other sums after the bank is paid should be appropriated by paying over your proportion of the sales, either to yourself or to the District Attorney, for any deficiencies which may exist on the part of the U. States against you, or for which *you* may have become *liable*. I wish you would think of what I here propose, for you may rest assured, independent of my own feelings on the subject, whenever this thing is known abroad, it will have an unpleasant appearance; added to which, when the Bank N. A. hears that Colonel Williams has died not *worth a cent*, (and which will be known as soon as Cadwalader returns next month), and that your property *here* is made over likewise in trust to the District Attorney; they may think it necessary to *demand payment* on the bonds due, or *sue* out the *mortgage*, and sell the property, which, if done at this moment, would be ruinous in the extreme; as it would be impossible at this moment to redeem it by mortgage elsewhere, and of course knocked down to the highest bidder; and *thus* all our labour lost, besides the mortification we should both experience if this course should be pursued. Think, therefore, well of what *I now write*, and what *you* are *about to do*. I confess I have *felt miserable* ever since I received your letter, and if you wish it, I would come on to New York and see you on the subject, before you finally determine this, I may say, *important question*; or perhaps you could come on here, and if necessary I would go on to Washington with *you*, or *alone*, and settle with the Comptroller himself; who, I am certain, when he is acquainted with all the circumstances, *would agree;* and which, in order to make it more secure to them, I would give security if required, that the *trust*, if reposed in me, should be strictly complied with, and *only known* to *ourselves*.

As to the latter part of your letter which related more to myself as it respects *my interest*, I confess I could not but feel that in consequence of your not having done what you so *often promised*, rendered it now necessary for you to write to the Comptroller, before you could comply with my request; not knowing how far you might have committed yourself, the property *being all in your name*, and felt the more surprised, that when it was proposed to give the Hills as security, it did not suggest itself at once, the propriety of mentioning *I was concerned*.

Your letter received this morning, stating you had written to the Comptroller, advising him that my interest *must be excepted, is satisfactory;* and if not complied with, will, I am sure, be still *secured to me*, and that you would never sign *any instrument conveying away rights which do not belong to you*, however urgently it might be pressed. I therefore shall wait your answer, when I will come on immediately if necessary, and have every thing arranged, as I must confess I feel the more anxious as respects *your sister*. It being the only property which I feel I should have a right to secure to, should it ever be found necessary.

In the mean time, believe me to be,

Yours truly,

H. NIXON.

P. S.—I shall wait impatiently for your reply, as respects the Comptroller's answer.

No. 37.—Letter, same to same, Philadelphia, October 19th, 1819. Admitted and identified.

Philadelphia, Oct. 19th, 1819.

Dear Morris,—You will have, no doubt, learned that a change in the City Councils has taken place, and that a democratic majority prevails in both the Select and Common Councils. I do not, however, fear that any change in what has been commenced at the water works, will take place, they having progressed so far as to render it impossible for them not to go on; though the present opinion of those now in power is rather opposed to the improvement. I could have wished that the last sale of $4,000 had been *completed;* but as it is impossible for them to carry the work through without the ground, they will of course have to comply with the arrangement entered into betwixt us and the old committee, or abandon the work altogether.

The Councils having met to-day to choose the Mayor, and being now organized, I presume it will not be long before some steps are taken, when I shall let you know what is their determination. But until then, I confess I feel somewhat anxious, not having heard from you relative to your arrangement with the secretary of the treasury; I presume nothing has been done. If otherwise, however, I should be glad to hear from you; and here it may not be

amiss to mention to you, that I very much fear, from the very heavy losses which the bank has sustained, that they will find it necessary to call in part, if not the whole of the moneys due them on the Hills estate, in March next. I think it right to let you know in time, particulary as I do not believe it would be very convenient for our friend Biddle (or rather Williams's estate) to buck up their half, say $15,000; there being yet due, you will recollect, near $30,000 on the purchase. I mention it, being *certain* from what I learn from Mr. Drinker, that a *part* will certainly be called for. Hoping to hear from you ere long on the subject of my proposition, agreeable to your last letter, I remain, yours sincerely,

H. NIXON.

Of course, you will not mention *to any one* respecting the bank's having lost money; for, though it is generally believed, yet of *course* only known to the *directors*.

No. 38.—Letter, same to same—no date—postmarked Philadelphia, 10th November—admitted and identified.

Dear Morris,—Your note will be due on Monday, the 23d. You will therefore be so good as to send me, and to be here by Monday's mail, Chs. Wilkes' acknowledgment or receipt, that you have paid into the bank there, to credit of H. Drinker, cashier of the Bank N. A., for the use of Nixon and Walker, the sum of $665 17; this, with the note of $3,500, will be sufficient to take up your note for $4,000, leaving a balance due of $165 17-100, which will pay off the balance, including the discount for $3,500, as per statement at foot.

Yours,

H. NIXON.

$3,500, 60 days, discount, -	$37 33	
Old balance, paid discount, -	132 47	
	169 80	
Deduct	4 63	—This arises from a small difference due you on a draft sent on to N. & Walker, some time since; part of which was paid your mother, the remainder to your credit, in account with N. & Walker. Perhaps you can get a draft on Bank N. A., from *Mr. Wilkes*, in my favour, to be here by Monday's mail.
	165 17	

No. 39.—Letter, same to same—November 29th, 1819—admitted and identified.

November 29th, 1819.

Dear Morris,—I received your letter respecting the portrait, and should have sent it on.

Mr. Walker, contemplating a visit to your place in a few days, will take charge of it.

Your note for $3,000 falls due 3–6 December; you will therefore send me on one in time. Mr. Marshall paid me $150 on your account.

Yours truly, H. NIXON.

No. 40.—Letter, same to same—no date—postmarked Philadelphia, 10th January—admitted and identified.

Dear Morris,—Your letter of the 7th is just received. It being our election day at the bank, and some opposition expected, I am unable to answer your letter fully.

The picture, however, shall be sent by to-morrow's mail. The Corporation have at length agreed to give us $4,000, with interest from 25th August last, we reserving all the other privileges. They would further give us the $20,000, but are afraid of the expense; willing, however, to leave it until the work is finished, when they could with more confidence give double that sum then, than the price we now ask. My own opinion is, that I am glad they did not accept it. It will be worth three times twenty, whenever the work is finished, and which there remains no doubt, in all this year. A new plan is in contemplation to raise the dam two feet higher, and cut a canal through Morrisville and Bush Hill, or rather deepen the old route to the Delaware, for supplying the Northern Liberties, who agree to pay $100,000 towards its completion. I am glad you are coming on, when I can communicate to you all which is in agitation, and which must result in our advantage.

Yours truly, in haste,
H. NIXON.

No. 41.—Letter, same to same—"Philadelphia, January 28th, 1820"—admitted and identified.

Philadelphia, Jan. 28th, 1820.

Dear Morris,—I presumed from your not coming on, you had concluded to wait till Gen. Swift returned. As you have no doubt seen him since his visit to the Schuylkill, I should like to hear what prospect there is of the contemplated project going into effect.

Mr. Mifflin, who has seen the General, and had much conversation with him, appears more sanguine of the great advantages to be derived from the improvement of the navigation. I learn from Biddle, there is a bill about, or has been presented to the Legislature of Jersey, about cutting a canal from the Delaware to the Raritan. He mentioned, that Prime, of New York, would subscribe $50,000 towards it. Let me hear from you, and if you intend to come on.

Yours, H. NIXON.

No. 42.—Letter, same to same, dated 1st February—postmarked 1st February—admitted and identified.

1st February.

Dear Morris,—Your note for $3,000 falls due the 4th; do not forget to send me one by return of mail.

Pray, do you intend to come on? My reasons for asking is, that an *indirect* application has been made to me to know how much ground we have left at the Hills, and the *lowest* price we would take. I have spoken to Biddle and Williams. The former thinks for the balance, which is about 65 acres, we ought to ask $100,000, and that *it is worth it*.

Yours,

H. NIXON.

No. 43.—Letter, same to same—"29th March, 1820"—admitted and identified.

29th March, 1820.

Dear Morris,—Your note for $3,000 is due the 7–10th April. Send me one on, and if you can reduce it $500, so much the better.

Poor Biddle is very unwell; having, I understand, been cut for the *piles*, or rather, I expect, for a *fistula*. I fear the Bush Hill business is a heavy load. I wish we had our business finished, and the Hills divided. Pray, can you not spare a week, and come on here? You may rest assured it would be best to come to some understanding, particularly as the money for the last sale to the corporation will reduce the debt due the bank, to a sum that each party might give his separate bond.

Yours,

H. NIXON.

No. 44.—Letter, same to same—"10th May, 1820"—admitted and identified.

10th May, 1820.

Dear Morris,—Mr. Reese, who was here a few days since, and with whom I conversed on the subject of the Hills, will have informed you how we go on, and the Bush Hill speculation having been given up to the Hamiltons, after having lost in interest *paid* since the first, $150,000.

I confess, under all circumstances, I am glad it is arranged, on account of Wharton and Richards; as, in the event of Biddle's death, it would have been a serious business, particularly when they find Williams' estate has nothing.

I wish you could come on. Indeed, it will be necessary you should, in the course of ten days, the papers being all ready for the sale to the corporation: besides which, I feel rather awkward as to

Mr. Williams, who I find is very desirous to become agent; and indeed has assumed some authority with Mr. Innes, such as letting a fishery unknown to me, and which I discovered by accident, a person having called on me for the purpose of renting it for two or three years.

If, therefore, you could, I wish you would, if possible, be here in *all next week*, as I wish very much to have some conversation with you on my *own affairs*, Mr. Walker contemplating going to England to remain, and *our partnership dissolving*. This, of course, you will keep to yourself; but I wish, and so does Maria, that you would oblige me, that I may consult with you before *Walker goes*.

Yours, truly,

H. NIXON.

Keep this latter part of the letter to yourself, as I do not wish it to be known, as yet, any thing about Walker's going.

Let me hear from you by return of mail.

No. 45.—Letter, same to same—dated "Wednesday, 7th June" Postmarked "7th June"—admitted and identified.

Wednesday, 8th June.

Dear Morris,—Owing to the hurry of getting the ship James, &c. off, I omitted informing you of your note falling due the 9th, (to-morrow,) I have therefore now to request you will send me one on, by *return of mail*, for $2,500, when I can have it renewed.

Yours,

H. HIXON.

Do not fail sending it by mail.

No. 46.—Letter, Mrs. Nixon to Thomas Morris, June, 1820—postmarked 28th June—admitted and identified.

Fairfield, June, 1820.

My Dear Brother,—I am going to address you upon a subject which I consider very important to myself and children, and I hope you will approve of my views and feelings. The unexpected addition to our company on the last day I had the pleasure of seeing you, prevented a conversation I had intended to have had; but on the day following, I was informed by Mr. Walker, that you had, by deed, conveyed that portion of the Morrisville property, claimed by Mr. Nixon, to be held by himself and Henry, in trust for me and my children. I regretted Mr. Walker's having sent the deed to Henry, without Mr. Nixon or my having seen it, as it has been my anxious wish, for a long time past, to have that property secured to me beyond all possibility of dispute. For, should mercantile affairs continue in the depressed state they have so long been, and disappointments continue to pursue Mr. Nixon, the result may be such as to deprive us of all other resource; and, as it has been Mr.

Nixon's wish and intention, from the time the purchase was made, to settle his portion of the Morrisville property on me, and as I know he was entitled to do so when he first contemplated it, I have ever been anxious to secure it.

Now, my dear brother, I wish to see the deed of trust, and I wish to have it recorded. For, should it ever prove necessary to have an inquiry made into Mr. Nixon's affairs, and the smallest doubt exist as to the legality or propriety of that settlement, *I give it up.* I have no claims on Mr. Nixon's property. It was a great gratification to his feelings, to settle on me; to restore to me property that I had once had an interest in. His own estate at that period was so perfectly unencumbered, that he had a right to do so, particularly as the purchase drew nothing from his capital. But times are changed, and may become worse. I certainly wish to substantiate my rights; but, as I before observed, should there exist a doubt, I shall be decided in withdrawing my claims, and therefore think it my duty to guard against the necessity of such a measure.

As I think you will approve of my feelings and intentions, I have not hesitated to express them to you, and to ask that the deed may be sent to me, and your approval of its being recorded.

Your affectionate sister,

M. NIXON.

MR. THOS. MORRIS.

No. 47.—H. Nixon to Thomas Morris—dated "July 28, 1820,"—admitted and identified.

July 28th, 1820.

Dear Morris,—I received your letter, and in reply do inform you the corporation declined purchasing any more ground. As soon as Mr. Cooley gives me an estimate of what the wharf will cost, it shall be sent you, when you can determine with Mr. Biddle as to having it done. Certain it is, that it will not cost one half what it will do when the dam is up; nor can, in my opinion, the wharf be built as well.

Your note for $2,500 falls due the 11th inst. (August.) I mention it now, that you may send me on a note in time. Your mother appears very uneasy respecting Mr. Le Ray's not paying her annuity. She has, however, written to-day on the subject. I hope, for her sake, he will make a remittance, as she appears quite depressed, and even talks of giving up her house, and taking lodgings, after her lease expires, which is on the first of September. I, however, make no doubt all will be right; though, perhaps, Mr. Le Ray finds it difficult to be as punctual as your mother could wish, and which she certainly has a right to expect.

In mentioning to your mother, who expressed some surprise at not hearing from you, that one of my letters had miscarried, Maria

wished me to mention to you that she had written you also, but had received no answer.

If I possibly can get away in August, I contemplate paying Henry a visit, when I, of course, will call and see you.

Yours truly,

H. NIXON.

No. 48.—Letter, same to same—"Jan. 29, 1821,"—admitted and identified.

January 29th, 1821.

Dear Morris,—Your letter in reply to mine, which I wrote you some time past respecting my concerns with Mr. Walker, was duly received, and afforded me satisfaction on finding that you approved of my views of the subject, and which will always give me pleasure in knowing that in this, as well as in every other transaction in which I may be engaged, *that* it meets with your approbation.

Notwithstanding, however, I feel satisfied that my conduct in this is perfectly correct, yet I cannot but feel a desire, as far as it is possible, to comply with Mr. Walker's wishes; and as I believe, with your assistance I could accomplish it; I have, therefore, to request that you would oblige me by sending on to me *a certified copy of the deed of trust of my* one-eighth (or rather Maria's) interest in the Hills estate; as also to inform me whether you have not the mortgage given by *me* to *Mr. Walker* on Fairfield, which I understood from *him* he had *left with you.*

My object in making this request (independent of the wish I have to see the document executed by you) is, that, agreeable to the original agreement betwixt you and me, was that, upon your receiving out of the property sold, or my paying you my proportion of the *principal*, with *interest* on moneys advanced by you, that you would, on my doing so, make me a title to so much, or one-eighth part, it being held by you, in trust, till that was done, or until as much *of the property* was sold as would repay you for any advances you might make. As I shall in a few days pay over to the bank the sum of $4,000 to be received from the corporation, arising out of the sale made to them last August twelve months, with the interest due thereon; and which sum, being paid, will reduce the *whole* debt to only about $25,000 due *the bank.* I presume you will have no objection, as I can arrange it without any difficulty with Mr. Drinker for my one-eighth interest of the balance, say $3,333 33, upon your making my wife a deed, which I leave with them as a collateral security, with *my bond for that amount;* and for any balance which may be due for advances made by *you*, on the one-eighth interest, I will arrange with you as soon as the deed is made out and forwarded, by paying you *the money.*

My object in making this request, as I mention before, is, that as I evidently find from my last attacks that my health is not what it

once was; and from the nature of my complaint I may be subject to repeated attacks, to place all my concerns in as *settled* a manner *as possible;* and in case of any thing happening, that no difficulty may arise in the settlement of my affairs. This is also *your sister's wish;* and however you may think that the mode in which our business now stands is complete, I confess I am not satisfied; and would rather have it arranged more satisfactorily, and which can be done in the mode I now propose; it being a matter of no importance to you how, or in what manner it is done, provided you are paid your advances, and the bank satisfied in considering *me* their debtor, instead of *you,* for the balance due on my one-eighth *part;* and which you will recollect was certainly the original understanding betwixt you and me when the purchase was made; and that you and Colonel Williams were only trustees for a certain part, *as respected Mr. Biddle and myself.*

As I have requested Mr. Frankford to make out the account of what moneys you have advanced from the books, I shall, as soon as it is done, send it on to you, that you may examine it, and if found correct, and you crediting me with $900 paid you by *Mr. Biddle,* being one half of my commissions, with also the $900 due by yourself, and my one-eighth of the ground rents which were also *paid you by Mr. Biddle,* the balance can be easily ascertained; and which, as I before stated, I will arrange with you as soon as the deed is made, and which, of course, will be made out *in trust for your sister, with your name added to Mr. Walker's and Henry's;* which, being done, I can, without difficulty, raise *or borrow from the bank* for her $7,500, and pay Mr. Walker his debt, upon *his assigning* to her *the bond and mortgage on Fairfield,* and which she is anxious to have, as it would thereby secure to her and her children, that which I *and she most prefers.* Having written you more fully than I first intended, or thought would be necessary, I hope you will approve of my plan; at all events, I trust you will not delay sending on to me *your deed of trust,* which, I must confess, I expected to receive long ago.

As the packet will be sailing the beginning of the month, I hope you will write me in time, as I wish to write Mr. Walker what I do, or what he is to expect.

Yours truly,

H. NIXON.

Send me also a blank note to take up your note, which falls due in a few days.

No. 49.—Letter from Mrs. Maria Nixon to Thomas Morris, without date or address—admitted and identified.

My dear Brother,—Mr. Nixon will return to you the packet containing the deed of trust, as you forwarded it to me.

The constant expectation of Mr. Nixon's visit to New York has prevented my informing you before, that I have not opened the packet, to show you that your opinion in this instance, as in all others, has every influence with me. I will only now repeat to you, my dear brother, that if my interest in the Fair Mount property could be securely settled on me and mine, it would be a very great relief to my, at present, anxious mind.

Sincerely yours,
MARIA NIXON.

No. 50.—Letter, H. Drinker to Thomas Morris,—"Philadelphia, October 1, 1821"—written on behalf of the Bank of North America—admitted and identified.

Philadelphia October 1st, 1821.

Respected Friend,—On the 25th of March, 1820, became due on the joint bond of Jonathan Williams and Thomas Morris, say interest, - - - - - - - - $1,752 17
And on the 25th of March, 1821, became due, do. 1,752 17

$3,504 34

On this subject I can apply to none with so much propriety as to the parties to the bond, and Jonathan Williams being deceased, I addressed myself to thee, the surviving party.

By the laws of Pennsylvania, *ground rents*, if not paid at maturity, are chargeable with interest for the delay, and on the same principle of equity, ought interest, if not paid when due, to be charged.

On the 25th September last, 1 year and 6 months have past since one year's interest ($1,752 17) was due, $157 69
And 6 months have elapsed since one other year's interest ($1,752 17) was due, 52 56

For such delay there equitably ought to be paid in addition to $3,504 34, $210 25—210 25

Say altogether, $3,714 59

Recommending the subject to thy consideration and prompt attention,

I am, very respectfully, thy friend,
H. DRINKER.

A deposit in the Bank of New York, to the credit of the Bank of

North America, and a certificate from the Bank of New York of such deposits being made, will be credited to the bond debt for the interests, &c.

No. 51.—Letter, Henry Nixon to Thomas Morris, 4th October, 1821; admitted and identified.

4th October, 1821.

Dear Morris,—Mr. Drinker informed me to-day that he had written you respecting the interest on the Hills. The fact is, I was willing to pay him the two years' interest, but not interest upon interest; knowing very well that the bank was very glad to receive the interest *from others* (Quakers) in the best *manner they can*.

I wish you, therefore, to write him that you are ready to settle the two years' interest, but hope the interest upon interest will be given up. In which case you can draw on me at 60 days for the amount, and I will have it arranged and *paid at maturity*. The fact is, old Drinker is very tight with *a few*, in order to make up for Quaker *deficiencies*; or, if you please, write him that as I shall be in New York next week, you would wish to leave it till then, when it shall be arranged. This, I am sure, will be satisfactory to him. As I hope to see you with my daughter Mary the middle of next week, you need not trouble yourself farther till I come on, than to acknowledge his letter, and that *you* think the *compound interest ought not to be charged*; but by no means *let him* know *I* have *written you on the subject*. The truth is, that they have no right to it, and indeed he himself thinks so, but is very willing to *get all he can*.

Yours, being in haste,

H. NIXON.

I expect to leave here on Tuesday for New York, and Mary with me. Let me hear from you, therefore, by return of mail, "that Mr. Drinker had *written*" you, respecting the interest, but that *you* think the *bank* is rather *hard* in charging *compound* interest, and I am sure I can have it taken off; indeed we ought not to pay it, considering all circumstances.

Let your answer be in a style as if you had not heard from *me*, but only in consequence of *Drinker's letter to you*, respecting the interest not being paid.

No. 52.—Letter, same to same, 4th October, 1821—admitted and identified.

October 4th, 1821.

Dear Morris,—I wrote you a few lines to-day in haste, advising you that Mr. Drinker had informed me of his having written you respecting the interest due on the Hills. As I expect to be in New

York next week, I shall be able to explain to you more particularly than by letter; there will be no difficulty in my paying the interest, but he wishes interest upon interest, which is neither right, nor does the bank claim it in every instance, nor does the law allow it; and considering that we paid them off a part in the City Stock at par, and which bears a premium of 2 to 3 per cent., I confess I thought the old man was rather too severe in demanding compound interest. Situated as I am, as a *Director*, I thought it best he should write you. I wish you, therefore, merely to write him, that you are willing to pay the two years' interest, but that you think the compound interest ought not to be required, but that you would write me on the subject; but by no means let *him* know *I have written* to you on the *subject*. As soon as I get your letter, I can call on him, and arrange it without difficulty, by giving my note at 60 days with the discount, and when it falls due be able to pay it off; or, if you choose, you can draw on me at 60 days for the amount; the exact sum I will get from him and advise you, or send me on a blank note and I can fill it up.

As I shall not leave this before Tuesday, or perhaps Wednesday, let me hear from you by return of mail. Perhaps it may be best merely to acknowledge the receipt of his letter, and that as you understand I expect to be in New York next week, you could wish to leave it till I come on, when it shall be arranged; though *you think* the compound interest ought not to be required.

Yours truly,

HENRY NIXON.

By no means let him know I have written you on the subject, as he says, he is sure *you will allow* it, if *I* say nothing *about it*.

53.—Letter, same to same, February 12th, 1822—admitted and identified.

Philadelphia, February 12th, 1822.

Dear Morris,—I believe I have forgotten to mention to you that I arranged with Mr. Drinker respecting the interest due on the Hills, by his *giving up* the charge of *compound interest*, on his receiving your letter conceiving the charge to be *excessive*, and in giving him your note which I received from you in New York. As the note will be falling due on the 21st of this month, and the one formerly given by you, for $2,500, (part of $5,000, which was reduced to this sum,) also falls due on the 28th, I have to request your attention to sending me on your signature in time for the renewal of the latter, and as perhaps it may be inconvenient for you to pay off the one given Mr. Drinker for the interest. By your paying off a part, I could have the two notes consolidated and reduced the next time it comes round, when it may be more convenient, and which would be desirable, particularly as I find Mr. B. intends paying off his.

There will be another year's interest due on the 27th March next, but which I shall not have occasion to call either on *you* or Mr. *Biddle*, for any part, as the rent of the store and wharf to the corporation, with the sale of gravel and some stone payable on that day, will be sufficient, with a small balance now in the bank, after paying the taxes. I therefore hope you will be able to pay off, at any rate, a part of the note to Mr. Drinker, which, if you will send on, by enclosing me a draft of Mr. Wilkes on Mr. Drinker, I can easily manage to get him to consolidate the two notes for the balance, without its being offered at the board; it being desirable that my askings should appear to be as small as possible, and which, in consequence of my *new situation*, I am desirous of, and am straining every nerve to effect, by the aid of my friends. Feeling, therefore, confident you will also see the necessity of my doing so, I trust you will not find it inconvenient to pay off a part. I wrote to Henry to-day, informing that Mr. Alexander Wilson, brother-in-law to Joe Lewis, had purchased a site for a cotton-mill at Flat Rock, and asking of him information respecting the building and application of the water. I wish to heaven Henry could have found it his interest to have come on here, and have some talk with them, as I am sure he, Mr. Wilson, would be glad to be concerned; having no knowledge or experience himself, would be very willing to have joined him, and given him the whole management. As it is, I hope to do something for John, having spoken to Mr. Lewis, and also Mr. Wilson, respecting him, and they both seem disposed to assist me in promoting his interest. The site is acknowledged to be the best, being *below* the first lock; no danger of any fresh or ice; and the water-power being abundant, and the ground can be had sufficient *for any size mill*. I am satisfied Henry would have had field sufficient for any enterprise he may have thought fit, besides which, I make no doubt M'Callmont would have agreed to be concerned, Henry having the entire management and control, Wilson and himself being considered as mere dormant partners. Mr. Wilson having made all his contracts, expects to begin the moment the frost will permit, and contemplates the mill and machinery to cost him 25 or 30 thousand dollars, all which sum he has got; having also purchased one of the patents of the patentee at Pattison, for making canvas, which he intends also to carry on, and which I have no doubt will do well. I trust, however, I shall be able to do something for John, who I find begins to be anxious to do something for himself, and, as he writes me, desirous of freeing me, by obtaining, if posible, a support for himself, which I cannot but feel gratified at, as it shows at least a laudable ambition, of being somewhat independent by his own exertions; or, to say the least, *reflection*. I therefore trust, for his sake, I may succeed in getting him placed with Mr. Wilson as soon as the mill is in readiness, which I expect will be by fall; and in the mean time I remain, Yours, truly, H. NIXON.

Do not fail to let me hear from you in time, or before the 25th.

It has occurred to me, whether it might not be worth Henry's while to come on; and perhaps, by selling his own, do better at Flat Rock, by joining Wilson on a more extensive plan.

54.—Letter, same to same, February 19th, 1822—admitted and identified.

February 19th, 1822.

Dear Morris,—I have received your letter, enclosing your signature, and have shown it to the cashier, who thinks you had better send on another signature, to meet the note due for interest, when he will have it arranged by renewing it for sixty days, without its going before the board, you having agreed to pay off $500 when next it falls due.

Yours,

H. NIXON.

I shall offer the one for the *twenty-five hundred dollars*, as *before*, which falls due the 21st. The one to Drinker falls due the 25th, *I think*. You will send me on another signature, in time to have it renewed in the manner above proposed.

If you should see Henry, or have occasion to write him, tell him I have received his letter, and have had some conversation with Mr. Wilson respecting its contents; and as I wish to see Mr. Lewis, also, on the business, shall write him further on the subject, which I think may prove beneficial to all parties.

Mr. Hockley , he has sent on your account with N. and W., he having the Mr. Walker being desirous they should be closed.

56.—Letter, same to same, dated Monday, 16th April—postmarked, April 18th, or 16th—admitted and identified.

Monday, 16th April.

Dear Morris,—Your note for $2,500, falls due the 29th inst., which has been running some time. The note also for interest falls due on the same day. I have thought it proper to give you this *early information*, to prevent *mistake*, *Mr. Drinker* having also *reminded* me of the note for *interest*, and your *promise* to have *it paid*.

If it is inconvenient to pay all off, send me on a note for the $2,500, and I can have it renewed; and let me know what you mean to do with Drinker's. By paying off a part, *say one thousand dollars*, I can get the balance consolidated with the note for $2,500. You, I am sure, will excuse my being thus particular, knowing *how* I am situated. Besides which, it will afford me an opportunity of renewing the note for Henry, which falls due *next month*, and

which I cannot do if you do not pay off a part of the note given for interest. Not only that, but it might create some inquiry, the interest not having been paid punctually, (*as to paying off the mortgage,*) which is only known to Mr. Drinker and myself, who will do all in his power to accommodate me as far as is reasonable. Let me hear from you, at all events.

Yours truly,
H. NIXON.

No. 56.—Letter, same to same — dated Tuesday — postmarked "April 23d"—admitted and identified.

Tuesday.

Dear Morris,—I have received your letter. Send on a note for *twenty-five hundred dollars, in time.* Also $500 in cash, *for Mr. Drinker, and a blank note for the balance, which Mr. Drinker says he will receive for the balance,* with my *endorsement.*

You will excuse my reminding you that Mr. Hockley, who has the settlement of Nixon and Walker's concerns, mentioned there is a balance due, arising from the *discount paid on your note,* amounting to $——. The amount, he says, he sent you some time past. If it is convenient, would you enclose him a check for the amount? I should prefer this mode, to sending it *to me,* when I will get a receipt for the same, and send it to you. I would wish this done, *as Mr. Walker* often *writes Hockley* concerning our different *unsettled accounts.*

Yours,
H. NIXON.

No. 57.—Letter, same to same—not dated—postmarked "April 26th, Philadelphia"—admitted and identified.

Dear Morris,—I have just been told Mr. Marshall arrived last evening, and intends going on to New York. I hope you will not forget to send on your two notes, or rather two signatures. One for me, the other for Drinker; as to the $500, or a certificate from Mr. Wilkes of your having deposited $500 to Drinker's credit, when I can have the note renewed for the balance of interest. They fall due on Monday, the 29th.

Yours truly,
H. NIXON.

I have just received a letter from Caroline Bollman, from London, advising her father's death.

No. 58.—Letter, same to same, May 10, 1822—admitted and identified.

May 10th, 1822.

Dear Morris,—Your letter of yesterday, inclosing me a draft of Henry's, has been received. You recollect, owing to mistake, the draft was returned protested when *last* it fell *due*. The Cashier, however, agreed, at the solicitation of *Henry*, who happened to come on here, at the *moment* to *renew it*, and it was at *Henry's request*, made *payable in New York*, of course is now sent to Mr. Wilkes for collection, he promising it should be paid at maturity; indeed, if my memory serves me, when Henry and yourself asked me last fall to obtain $3,000 to $4,000 for him, it was, I understood, for the payment of some cotton he had purchased, and that he would be able *out of the cotton, when spun*, to be able *to pay off the note*. I need not remind you, situated as I now am at the bank, to keep my name *as free as possible*, particularly at this time, when the bank is reducing all notes of accommodation. It becomes me, therefore, above all others, in like manner to comply strictly with the rule. I give you this early information that you may govern yourself, and to write Henry, as it will *be impossible for me* to have the whole note done, as far as $3,500, and that at 60 days; it being a *positive rule* on no account to discount at a longer period.

Inclosed is, therefore, your draft, which I return, and as I presume, notwithstanding from what Henry stated to the Cashier, it should be paid at maturity in New York, that he now finds it inconvenient, and as I am still willing to assist him, I trust you will comply with my request, in sending on a draft for *only* $3,000, but on no account more than $3,500; as I must be plain in telling you, it will *not be done*, and in case of *protest again*, I will not answer *for the consequences either* as regards *me*, as to *my place in the bank*, or as to your dependencies; being aware, at this time, that the smallest possible demur *at this time occasions the greatest suspicion*.

In order that you may comply, by sending a note for $3,000 *only*, I have no objection, instead of sending on the balance due N. and Walker, as per account sent you by Mr. Hockley, to wait, and I will account to Mr. Walker for his *one-half;* of which he has again written to Mr. Hockley, wishing to know if it had been *paid*. The note falls due the 28th. You must, therefore, send on the draft immediately, when I will send you on the proceeds the day *before;* and you must, or *Henry, furnish the balance*, it being out of my power doing any thing more than what I now promise, let the consequences be what they may, and which I trust and rely upon your and *his* not exposing me to farther difficulty.

Yours truly,

H. NIXON.

Let me hear from you without delay, as I confess I feel anxious,

till the draft in New York *is taken up.* As by sending back the draft will increase expense of postage, I have *defaced it*, and will send it back by a private hand, or give it to Henry when he comes on.

No. 59.—Letter, same to same, dated B. N. A., Tuesday morning—postmarked May 21, postage thirty-seven and a half cents—appears to have inclosed another letter—admitted and identified.

B. N. A., Tuesday morning.

Dear Morris,—Your letter inclosing me a draft for $3,500 has been duly received; and in reply have only to say that its contents *throughout*, I confess, surprises me; I shall shortly, however, answer *it fully*; and, in the mean time, have only to assure you that you may *make yourself* easy as to *my commissions on your proportion* of the Hills, as it never *was my intention* to ask you in lieu of commissions, for services rendered, *any thing unreasonable*, or more than what *you yourself*, both to *me* and *Maria*, have always given me to believe would be allowed by you on the *final closing of the accounts, and agreeable to the first agreement when the Hills were bought.* Relying, therefore, on this assurance, I never have, as respects *your* share, *ever made a charge*, although I did on Mr. *B. & Williams;* and which, by the bye, you will recollect, was received by *you* in an account betwixt *Biddle* and *yourself*, at the time when the business of the *ground rents were settled;* the proceeds of all which you *also* received, and to which I agreed, presuming it would fully cover, or go *towards repaying* you more than your first advance of $10,000.

As I shall write you fully on this subject, I shall say no more at present; my object in writing to you now being in consequence of receiving a letter from John, with a postscript *added* by *Henry*, that he intended to be in New York *to-day*, when he fully expected to close the sale of *his mill*, and which would prevent his coming on, as he intended, early this week; and as I have written him very fully respecting the draft falling due on Monday next, have thought it best to inclose the letter to you, with a request you will hand it to him, having assured him that in case he should not come on, or prevented receiving (as I hope) an advance from the mill in time to meet the draft on Monday. I will send *it* on by Saturday's mail, to Charles Wilkes, the balance of the draft you sent me for $3,500, you having assured me the balance should be provided for in New York by you. Relying, therefore, on you and him, that no difficulties will occur in the taking up the note upon my sending the proceeds of the draft you sent me (provided it can be obtained in time *out of the mill*,) and that both of you will take care, at all events,

to secure me in the draft for $3,500, *should it be* discounted (*and the proceeds sent on*) out of the sale of the mill.

I remain, very sincerely,
H. NIXON.

You will, therefore, in case Henry has left New York for Pattison, and does not intend coming *on this week*, or by Thursday, as his last letter states, send the inclosed to him *without delay*, as it fully explains every thing as to the *arrangement of taking up the draft on Monday*; and without his receiving this letter, and not coming on, might again create difficulties, and which I would not have occur *not* for my life, as there is no knowing the consequence, both as respects me, you and Henry; and which I am sure you must still feel that interest for—and if not for me, for your *sister*—as would induce you to make every exertion to ward off blow that might ruin the whole of us, and all my future prospects, both as to myself, as well as Henry; and which I feel I shall have in my power to assist when he comes on to Flat Rock, provided I can protect my credit from doubt *or suspicion*.

No. 60.—Letter, from H. Nixon to Henry Morris—Tuesday morning, May 21, 1822, enclosed in the preceding letter—admitted and identified.

Tuesday morning, May 21st, 1822.

Dear Henry,—Referring you to my several letters written you, *two* on *Saturday* and *one* yesterday, as to the arrangement for renewing and paying your note, or, rather, Thomas's acceptance, for $4,000, due the 28th, in New York, I have only to add that I am surprised you have not acknowledged the one written on Saturday, as it must have been in the post-office at the time you wrote your postscript to John's letter, which I have this moment received, advising the prospect of your selling your mill; in which case I rely and trust in *you*, and *you only*, to take *care of me*, as you have promised whenever the mill was sold, and to reserve, if possible, or to obtain, if you can, enough in advance for taking up the note due on Monday next, the 28th, *deposited in New York* with Mr. Wilkes, as you are already apprized, *for collection*. Should you nor Thomas, however, not be able to obtain an advance *to take up the draft on Monday*, that you will, at least, take care to have as much retained as will be sufficient to take it up when *next it comes round*. Having *written you in my letter not yet received* by you, that in case you do not come on in time to take on the proceeds of the note for $3,500 enclosed me by your brother, (he having *promised me* to make up the difference,) that I will forward it on to Charles Wilkes, to your *order*, by Saturday's mail, and that I shall rely on your being in *New York* on Monday, to have the note for $4,000 regularly taken up, as I will not, cannot suppose, but that Thomas would

not strain every nerve in assisting you to raise the difference, it being but about $500. It is, however, on *you* whom I rely; and I am certain, from the confidence I have in you, I shall not be disappointed. Hoping, however, to see you on Thursday, I shall say no more—when you and I will be better able to talk over all which has occurred; and, in case no money can be got immediately, or by Monday, on account of the sale of the mill, I will be able, as I have promised, to give you the balance of the note for $3,500, as I shall offer it on Thursday next for discount, and no doubt have it done, however unpleasant it is to me to ask *for renewal, particularly at this time.*

Yours truly,
H. NIXON.

Keep this letter to yourself.

Tell John his mother wrote to him about three days since, and I inclosed in the letter $15. It certainly must have been in the post-office at the time he wrote.

Yours,
H. N.

If the mill is *sold*, let me know particularly if you do not come on, as I feel anxious until the business is closed, and if you have taken up the draft out of the proceeds it will give great pleasure, as I confess, nothing but absolute necessity would require me to ask a renewal, after *your promise to Drinker* it should be paid *at maturity;* and particularly, as it will be recollected by him in any future requests you may have occasion to make when settled at *Flat Rock.*

No. 61.—Letter, H. Nixon to Thomas Morris—Friday, May 24th, 1822—admitted and identified.

Dear Morris,—Henry arrived here early yesterday morning.—Having had a conversation with him on the subject of a loan, I have only to say my best exertions will be to obtain this object, and to enable me to do which, Henry will immediately call on you to advise you of the only mode that *he or* I can suggest to achieve it.

You, I am sure, will have confidence in me as to the mode proposed, which Henry will communicate; and be assured my sincere prayers will be, and best exertions to promote this all-important point.

In haste, truly yours,
H. NIXON.

Friday, May 24th, 1822.

No. 62.—Letter, H. Nixon to Thomas Morris—dated Wednesday, 12 o'clock—postmarked Philadelphia, 29th May—admitted and identified.

Dear Morris,—Henry arrived with me this morning, and was in

hopes of being able to leave here *by the mail*, but will be prevented. I have, however, arranged it that he will go on in the steamboat in the morning, which starts at six o'clock, and will arrive in New York at the same hour in the evening.

Yours truly,
H. NIXON.

Wednesday, 12 o'clock.

I write you this, fearful you may have relied on his returning in the mail, and to prevent uneasiness.

No. 63.—Letter, same to same, dated May 10—postmarked Philadelphia, May 10—admitted and identified.

My good Friend,—It is with sincere regret I have to inform you of the death of poor Mr. Willing.

Mr. Hockley informed me he had written you for a note in renewal of one due on Monday. I find no answer having been received, that, perhaps, the letter has miscarried; will you, therefore, send me one by *return* of *mail?*

May 10. Yours, H. NIXON.

No. 64.—Letter, Henry Morris to Thomas Morris, dated Manayunk, May 30, 1827—postmarked Philadelphia, June 1—admitted and identified.

Manayunk, May 30, 1827.

My dear Brother,—I received your letter, by which it appears you could not have understood my letter, in which I informed you that Dr. James Warren held the mortgage subject to your order.—You had better write to him to send the mortgage enclosed to you by Mr. Colt, or any person from Paterson, on whom he can rely. There are two mortgages prior to this: in fact, had not this misfortune happened to me, I hoped to have retained it on account of sister Sally, in case any thing had occurred to yourself, and was on the point of remitting to you some interest which I had just received in a check, and which (being sick myself) I handed to my partner to deposit, and which, of course, was lost.

I have not learned whether or not any thing has been done at Fair Mount lately. The corporation have been in treaty to make an additional purchase, although there was violent opposition made by some members of the council, and a most violent attack made upon Harry by one of the members, accusing him of making use of the information which he received as a director of the bank, for the purpose of speculating on the corporation, &c. &c. Should a sale be made, I will have a conversation with Harry, and write to you concerning it. I remain, very truly, yours,

H. MORRIS.

No. 65.—Letter, Henry Morris to Thomas Morris—dated April 19th, 1828—postmarked the same—admitted and identified.

Philadelphia, April 19, 1828.

My dear Brother,—I have spoken to Harry about the Hills business, but have not been able to do any thing. You will see by the papers that they have made an additional sale to the corporation of $60,000; and Harry has promised to write to you shortly, and give you a full account of all expenses and receipts regarding it.—He is at present so much engaged that I can scarcely get an opportunity of seeing him. I shall set out for home to-morrow.

Yours, very truly,
H. MORRIS.

The counsel for the respondent desire it to be noted here, that they object to Henry Morris' letters as evidence, except as against himself; and other letters are in evidence only against those by whom they were written.

The following papers were then presented by the counsel for the complainant, reserving to the respondents the right to have the books of the bank produced by complainants, if the respondents should require it.

A. No. 1.—Minutes relating to the sales of Springetsbury Manor by the Bank of North America to Jonathan Williams and Thomas Morris.

Volume 5.—1811, December 19.

"Resolved, That Robert Waln and Joseph S. Lewis be a committee to meet the parties proposing to purchase the Springetsbury estate."

Volume 6.—1819, April 1st.

"It was agreed that the following instrument of exoneration from the bond and mortgage lien held by the Bank of North America on part of the mortgaged premises, be duly executed on a deed of the 16th of March inst., to the Mayor, aldermen and citizens of Philadelphia, from Thomas Cadwalader, and Mary, his wife, Henry J. Williams, of Philadelphia, Thomas Morris, of New York, and Sally, his wife, viz:—written under said deed: "Know all men by these presents, that the President, Directors & Co. of the Bank of North America, for and in consideration of the security given by the mayor, aldermen and citizens of Philadelphia, to pay to the President, Directors & Co. of the Bank of North America, their successors or assigns, the sum of sixteen thousand six hundred and sixty-six dollars and sixty-seven cents, lawful silver money of the United

States of America—have, and by these presents do, for themselves, their successors and assigns, covenant, promise, grant and agree to and with the mayor, aldermen and citizens of Philadelphia, their successors and assigns, that no part of the debt, or moneys secured by the above mentioned mortgage, shall, at any time hereafter, be levied upon, or raised out of the lots and premises above granted and conveyed; and that the mayor, aldermen and citizens, their successors and assigns, shall never be disturbed in the possession and enjoyment thereof, nor evicted therefrom, for or by means of the said debt or mortgage moneys within mentioned, or of any title derived from the said mortgage: Provided, however, that nothing herein contained shall be construed to prevent the President, Directors & Co. of the Bank of North America, their successors or assigns, from proceeding at law so far as to recover a judgment, and issue the necessary process of sale against the whole thereof, but not to sell, or otherwise disturb, the premises above granted and conveyed to the mayor, aldermen *and citizens of Philadelphia*, or any part of the same. Executed under date 31st of March, 1819."

Volume 6.—1819, April 5.

"Resolved, That the moneys to arise from the payment of $16,666 67 to the bank by the mayor, aldermen and citizens of Philadelphia, be appropriated as follows:

1st. To the payment of the interest due 25th of March last, on the bond and mortgage debt of Williams & Morris - - - - - -		$2,400 00
2d. To discharge the notes of Henry Nixon, agent, with Thomas Biddle, for the use of Williams & Morris' estate, discounted by the bank of North America, viz:		
1 payable 5th April	$1,700	
1 payable 21st May	2,000	
		3,700 00
3d. In part payment of the Bond and mortgage debt of Williams & Morris to the bank		10,566 67
		$16,666 67

And that so much of any certificates which may be given by the mayor, aldermen, and citizens, for the said $16,666 67, as may be necessary for the first and second appropriation abovementioned, may be sold, provided such sale be effected without loss of principal or interest to the bank."

Volume 7.—1820, Nov. 23d.

"On a proposition made by Henry Nixon, it is agreed to accept an assignment of a ground rent deed to the corporation of the city of Philadelphia for $240 per annum, payable half yearly; and that on the assignment being executed and delivered, the bond and

mortgage account of Williams & Morris be credited $4,000, the value of the ground rent at sixteen and two-thirds years' purchase."

Volume 7.—1824, 29th July.

The president having reported the completion of a sale by Williams & Morris of a square of the Hills estate to the corporation of the city of Philadelphia, for twelve thousand dollars, for which the city is to give them a certificate bearing interest at five per cent. per annum; being lot No. 11 on the draft annexed to the deed granted by Henry Drinker, William Waln and Timothy Paxson to Jonathan Williams and Thomas Morris, 2d January, 1812, and recorded in deed book I. C., No. 19, page 224; also the vacation of certain parts of Morris street, Hunter street, and the whole of Pearl street, as by reference to deed, Thomas Cadwalader, Henry Nixon and Henry J. Williams, to the corporation, dated the 14th July inst., recorded in deed book, will more fully appear, and which twelve thousand dollars is to be applied in part payment of Williams & Morris' bonds. The cashier is authorized to affix the seal of the bank to a release on the part of the bank of the aforesaid property."

Minute Book, No. 1.—*New Charter of* 1827.

1828, May 8. The following letter was presented and read:

"To the President, Directors and Co. of the Bank North America.

"Gentlemen,—The owners of the Morrisville estate have sold to the city of Philadelphia, that portion of our property lying west of John street, between Francis street and the Upper Ferry road. As this property is covered by the mortgage to the bank, and what remains unsold must be an ample security for a much larger sum than is now due, we request the bank to release so much as the city have purchased from the lien of that mortgage. Very respectfully,

(Signed,) H. J. WILLIAMS."

May 7th, 1828.

"The deed dated 30th April, 1828, from Thomas Cadwalader and wife, Henry Nixon and wife, Henry J. Williams and wife, to the mayor, aldermen and citizens of Philadelphia, for certain property, as is set forth therein, being part of the property on which the bank holds a mortgage, with the release it is proposed should be given by the Bank of North America to the mayor, aldermen and citizens of Philadelphia, thereon, under their corporate seal, attested by the cashier, were laid before the board.

The cashier stated that the balance of principal due the bank secured by mortgage, as extracted from the books, was - - - - - $23,202 78

And interest thereon from the 25th of March, 1827, to the 8th May, 1828, is 1 year, 1 month, 13 days 1,298 69

Principal and interest, $24,501 47

Whereupon the board referred the subject of the release, with the deed and letter, to the solicitor, for his opinion thereon."

Minute Book, No. 1.—New Charter.

1828, 12th May. "A letter from H. J. Williams was read, proposing the owners of the Morrisville estate should reduce the mortgage held by the bank to $16,000 on that estate, if the board would continue the loan of that sum at five per cent. per annum; otherwise, they will pay off the whole.

The board decline continuing the loan at five per cent., and resolve, that on payment of the mortgage, or on a transfer being made to the Bank of North America, of such amount of the stock to be issued by the city to the owners of the Morrisville estate as will be equal, at par, to the amount of the mortgage, the cashier is authorized to enter satisfaction thereon."

I certify the foregoing to be true extracts of minutes relating to the Hills estate and its sale, as taken by me from minute books.

H. HOLLINGSWORTH, *Cashier.*

Bank North America, 24th June, 1839.

A. No. 2.—*Account—Springetsbury Manor—General Ledger, No. 5, page 271.*

DR. SPRINGETSBURY MANOR. CR.

1812,	Jan. 1,	To balance,	$6,715 12	1812,	Jan. 3,	By cash per C. Carney, in full for sand,	$10 27
	" 6,	Road Taxes for 1811,	79 33		" "	" " received from the Bridge Company,	2,000
	" 8,	" Paid C. Carney per cash by check,	33 10		" "	" " " for 40 shares Bridge Stock,	2,000
	Feb. 24,	" Paid acknowledging ground rent deed, &c. to D. Prentice.	2 25		" 6,	" " " from F. Smith per John Micherken, for account of stone quarries,	200
	April 15,	" Paid recording ground deed, to D. Prentice,	4 66		" 21,	" " for stone,	10 62
	June 23,	" Paid recording mortgage of Williams and Morris,	1 50		" 24,	" " for stone,	100
					Mar. 10,	" " from Prentice,	750
	"	Balance,	78,976 18		June 25,	" sundry accounts as per Journal, page 353,	80,700
					Sept. 29,	*By cash received yesterday from Doughty and M'Bran, in full for all accounts of stone quarry,	41 25
			$85,812 14				$85,812 14

*The Journal entry sets forth, viz:—" Sundry accounts as Dr. to Land, late of Robert Morris, part of Springetsbury Manor," viz:—Bond and Mortgage, from Geo. Hunter, dated Sept. 29th, 1810, recorded 7th Nov. 1810, in Mortgage Book J. C. No. 4, page 423, to secure payment of $700, the remaining part of $825, purchase money for lots No. 7 and 8 of square 6, $700

And received from Jonathan Williams and Thomas Morris in security for $80,000 purchase money for remainder of said estate, sold and conveyed to them the 2d January, 1812.

Bills receivable for two Notes, dated 2d January, 1812, payable 25th March, 1813, with interest from 25th March, 1812.

1 drawn by J. Williams and endorsed by Thomas Morris for	$10,000	
1 drawn by Thomas Morris and endorsed by J. Williams,	10,000	—20,000
Bonds and Mortgages from Jonathan Williams and Thomas Morris, to secure payment of $60,000, viz:—		
1 bond payable 25th March, 1814, for	20,000	
1 do " 25th " 1815, for	20,000	
1 do " 25th " 1816, for	20,000	—60,000
		$80,700

1813, Dec. 31.	To balance to general ledger, No. 6,	78,976 18—By balance,	$78,976 18

Thomas Morris vs. Maria Nixon, &c.

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DR. SPRINGETSBURY MANOR. CR.

1815, Dec. 23, To Surplus Fund, - - -	$78,976 18	1814, Jan. 1, By balance from No. 5, - -	$78,976 18

I certify that the foregoing is a true exposition of the account, as taken by me, from the books of the bank of North America.

H. HOLLINGSWORTH, *Cashier.*

Bank North America, 24th June, 1839.

A. No. 3.—*Bonds and Mortgages—Jonathan Williams & Thomas Morris—General Ledger, No. 5, page 272.*

DR. Bonds and Mortgages from Jonathan Williams and Thomas Morris, to secure the payment of $60,000, with interest yearly, from the 25th March, 1812. CR.

1812, June 25,	To Springetsbury Manor, per Journal, page 353, - - - - -	$60,000	1812, June 29,	By Bond of the Mayor, Aldermen, and Citizens of Philadelphia, - - -	$16,666 66
				Balance to General Ledger, No. 6, -	43,333 34
					$60,000 00

DR. *Same account, General Ledger, No. 6, page* 312. CR.

1814, Jan. 1,	To balance from Ledger 5, - -	$43,333 34	1814, July, 30,	By Bills discounted, - - -	$3,333, 34
Sept. 16,	Recording Deed, - - -	7		NOTE.—Journal entry, of July 30th, 1814, page 54, shows this to have been part of the proceeds of the following Note discounted that day, viz:—	
1815, Nov. 14,	To profit and loss, - - -	2,400		Thomas Morris drawer, and Jona. Williams, Henry Nixon and Thomas Biddle, endorsers; payable 3-6 October, for - - - - $6,132 65	
1816, June 26,	To profit and loss, - - -	2,400		Of which discount account had credit for - - - $199 31	
1817, July 16,	To profit and loss, - - -	2,400		The discount of the Note and Bonds and Mortgages,—J. Williams and Thomas Morris, viz:—this account, $3,333 34	
1818, July 12,	To profit and loss, - - -	2,400			
	Carried over, - - - -	$52,940 34		*Carried over* - - - - -	$3,333 34

To amount brought over,		$52,940 24
Carried over,		$52,940 34

By Amount brought over;		$3,333 34
Interest on debt secured for the interest due the 25th March last, on $3,333 34,	$200	
And on two bonds,	2,400	
	$6,132 65	
1815, April 8, By cash reimbursed for recording deeds,		7
" " cash for interest to the 25th of March last, paid by H. Nixon, Agent,		2,400
1816, June 26, To cash for interest to the 25th of March last,		2,400 00
Proceeds of Thomas Biddle's note to T. Morris for $2,438 39, the sum of $38 39, being the interest on $2,400, per interest due 25th March		
1817, July 11, Cash by Henry Drinker, per Journal,		2,400 00
Viz:—Thos. Biddle's note, dated 25th March, 1817, endorsed by Henry Nixon, payable 7-10 July, for $2,443 58, of which, bills receivable are made Dr. to profit and loss, for the discount $43 58, and the balance of $2,400 applied as above.		
1818, Mar. 27, By cash paid by Thomas Biddle, on account of $2,400, due the 25th of March,		2,100 00
May 12, By cash, interest to 25th March last,		300
1819, May 7, By city loan 6 per cent. Certificates, bearing interest from 1st January, 1819,		10,566 67
These as per Journal, page 328, were as follows:		
One certificate for	$16,666 67	
Which by Journal entry is made Dr. as above, for	10,566 67	
To bills discounted for two notes, viz: No. 371, H. Nixon, agent to T. Biddle, due 18th May, $2,000		
No. 599, do do	1,700	
	$3,700	
To profit and loss for one year's interest to		
Carried over		$23,507 01

	To amount brought forward.				$52,940 34
1820	To balance,				29,202 78
May 10,	" Profit and loss,	int. to	25th March 1820,		1,752 17
1821, Dec. 27,	" do	interest to	25th Sept. 1821,		2,628 25
1822, June 19,	" do	"	to 25th March, 1822,		876 08
1823, June 27,	" do	"	to 25th March last,		1,752 17
1824, June 25,	" do	"	to 25th March last,		1,752 17
					$37,963 62

To amount brought over,		$10,566 67	$23,507 01
the 25th March last,	2,400		
Interest on $40,000, balance of bonds and mortgages	6,100 00		
	16,666 67		
And 58 certificates are made by an entry of same date, Dr. to bond of the Mayor, Aldermen and citizens of Philadelphia, $16,533 33			
1819, May 7, By profit and loss per Journal, page 328,			230 55
The Journal entry makes profit and loss Dr. to sundry accounts, viz: To bond and mortgages from Williams & Morris, for interest on 16,666 67 from 1st Jan. to 25th March,	230 55		
To Henry Nixon, agent for the discount on the notes 371 and 599, 21,33 and 18,13,	39 46		
	270 01		
Balance,			29,202 78
			52,940 34
1821, Dec. 27, By cash received from Nixon & Walker,			4,380 42
1822, May 6, By cash, interest to the 25th March last,			876 08
1823, June 27, By cash, interest to the 25th March, received, H. J. Williams, agent,			1,752 17
1824, June 22, By cash, interest to 25th March last, check of agent Morrisville estate,			1,752 17
June 30, By balance to Ledger 7,			29,202 78
			$37,963 62

DR. *General Ledger, No. 7,—Continuation of Account.* CR.

1824, June 30,	To balance from general ledger, No. 6,	$29,202 78	1824, Nov. 30,	By cash from H. J. Williams, agent,	$6,000 00
Dec. 18,	To profit and loss, interest,	876 08	1825, April 11,	By do interest to 25th March,	1,637 16
1825, June 18,	To do do	761 08	1826, April 8,	By do interest to 25th March,	1,160 13
1826, June 23,	To do do	1,160 13	1827, April 17,	Balance to General Ledger, No. 1, page 447, new charter,	23,202 78
		$32,000 07			$32,000 07
1827, April 17,	To balance transferred from general ledger 7, To No. 1, under new charter,	$23,202 78	1827, June 25,	By cash, interest to 25th March,	$1,160 13
July 14,	To surplus fund, interest to 25th March,	1,160 13	1828, June 6,	By cash, interest to 5th inst.	1,406 97
1828, June 30,	To profit and loss,	1,448 19	" 6,	By cash, on account of principal,	2,593 03
			" 18,	By cash, in full of principal,	20,609 75
			" 18,	By cash, in full of interest to this day,	41 22
		$25,811 10			$25,811 10

I certify that the foregoing is a true exposition of the account, as taken by me, from the books of the Bank of North America.
Bank of North America, June 24th, 1839.
H. HOLLINGSWORTH, *Cashier*.

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A. No. 4.

Bills Receivable on account of Springetsbury Manor—General Ledger, No. 5, page 265.

DR. BILLS RECEIVABLE. *CR.*

1812, June 25,	To Springetsbury Manor, per Journal, page 353, - - - - See account Springetsbury Manor, herewith, per note of Journal entry in extenso.	$20,000 00	1812, July 21,	By cash of Thomas Morris, - - In part of the notes given by him and Jonathan Williams, on account of their purchase of land late of Robert Morris.	$700 00
1813, March 29,	To surplus fund, interest on two Notes, as per Journal entry, page 410, -	576 49	July 24,	" Cash per J. Lawrence's check on Bank of New York, to order of Thos. Morris, received from Thomas Morris on account of two notes of Thomas Morris and Jonathan Williams, for $10,000 each, mutually endorsed for each other, - - - -	6,000 00
			Aug. 14,	" Cash received from Jonathan Williams, per Thomas Biddle, on account of two notes of J. Williams and Thos. Morris, for $10,000 each, - -	7,000 00
			Aug. 27,	" Cash received of Jonathan Williams per Thomas Biddle, on account of two notes of J. Williams and Thomas Morris, for $10,000 each, - -	1,000 00
			Sept. 19,	" Cash received from Jonathan Williams, per Thomas Biddle, on account of two notes for $10,000 each, reciprocally drawn and endorsed by Jonathan Williams and Thomas Morris, -	1,200 00
					$15,900 00
		$20,576 49			

Amount brought forward,		$20,576 49	*Amount brought forward,*		$15,900 00
			Sept. 23, By Cash received from Jonathan Williams, per Thomas Biddle, on account of two notes for $10,000 each,		900 00
			Sept. 30, " Cash received from Thomas Biddle, on account of two notes, each for $10,000, - - - -		147 92
			1813, March 25, " Cash for balance of Thomas Morris and Jonathan Williams's two notes, each for $10,000, viz:		
			Principal T. M.	$3,300 00	
			Interest do.	328 57	3,628 57
		$20,576 49			$20,576 49

I certify that the foregoing is a true exposition of the account, as taken by me from the books of the Bank of North America.

Bank of North America, June 24th, 1839.

H. HOLLINGSWORTH, *Cashier.*

Thomas Morris vs. Maria Nixon, &c.

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A. No. 5.

Notes—Thomas Morris, endorsed by Henry Nixon, &c. &c.

Book.	Date of Notes.	Drawer.	Intermediate Endorser.	Endorser.	Due Day.	Dolls. Cts.
Bill Book, No. 10, M. to Z. page 1279	1813, Jan. 11,	Nixon & Walker,	Thomas Morris,	Nixon & Walker.	1813, March 12—15 Paid at maturity by Nixon & Walker's check.	$3,600 00
Same Book, p. 1208	1813, Nov. 25,	Thomas Morris,		Nixon & Walker,	1814, Jan. 21—24	5,000 00
1092	1814, Jan. 24,	Nixon & Walker,	Credit the Drawer,	George M'Callmont,	1814, May 24—27	5,000 00
	1814, March 28,	Thomas Morris,		Nixon & Walker,	1814, May 27—30	5,000 00
	" May 30,	do.	Henry Nixon,	Nixon & Walker,	" July 29—1	5,000 00
	" Aug. 1,	do.	Credit per Drawer,	Henry Nixon,	" Sept. 28—1	5,000 00
	" Sept. 29,	do.	do.	Nixon & Walker,	" Nov. 28—1	5,000 00
	" Dec. 12,	do.		do.	1815, Feb. 3—6	5,000 00
	1815, Feb. 6,	do.	Credit the Drawer,	Nixon & Walker,	" April 7—10	5,000 00
	" April 10,	do.	do.	do.	" June 9—12	5,000 00
	" June 12,	do.	do.	do.	" August 11—14	4,595 75
	" Aug. 14,	do.		Nixon & Walker,	" Oct. 13—16	4,500 00
	" Oct. 16,	do.		Henry Nixon,	" Dec. 15—18	4,500 00
	" Dec. 18,	do.		do.	1816, Feb. 16—19	4,500 00
Bill Book, No. 11,	1816, Feb. 19,	do.		do.	" April 19—22	4,500 00
M. to Z. page 141.	" April 22,	do.	Henry Nixon,	Nixon & Walker,	" June 21—24	4,500 00
	" June 24,	do.		Henry Nixon,	" Aug. 23—26	4,500 00
	" Aug. 26,	do.		do.	" Oct. 25—28	4,500 00
	" Oct. 28,	do.		do.	" Dec. 27—30	4,500 00
	" Dec. 30,	do.		do.	1817, Feb. 28—3 Mch.	4,500 00
	1817, March 3,	do.		do.	" May 2—5	4,500 00
	" May 5,	do.		do.	" July 4—7	4,500 00
	" July 21,	do.		do.	" Sept. 5—8	4,500 00

	1817, Sept.	8,	Thomas Morris,		Henry Nixon,	1817, Nov.	7—10	$4,500 00
	" Nov.	10,	do.		do.	1818, Jan.	9—12	4,500 00
	1818, Jan.	12,	do.		do.	" Mar.	13—16	4,500 00
	" March	16,	do.		do.	" May	15—18	4,500 00
	" May	18,	do.		do.	" July	17—20	4,000 00
	" July	23,	do.		do.	" Sept.	18—21	4,000 00
	" Sept.	21,	do.		do.	" Nov.	20—23	4,000 00
	" Nov.	23,	do.		do.	1819, Jan.	22—25	3,500 00
	1819, Jan.	25,	do.		do.	" Mar.	26—29	3,500 00
	" Mar.	29,	do.		do.	" May	28—31	3,500 00
	" May	31,	do.		do.	" July	30—2	3,000 00
	" Aug.	2,	do.		do.	" Oct.	1—4	3,000 00
	" Oct.	4,	do.		do.	" Dec.	3—6	3,000 00
	" Dec.	6,	do.		do.	1820, Feb.	4—7	3,000 00
	1820, Feb.	7,	do.		do.	" April	7—10	3,000 00
	" April	10,	do.		do.	" June	6—9	2,500 00
	" June	9,	do.		do.	" Aug.	8—11	2,500 00
	" Aug.	10,	do.		do.	" Oct.	9—12	2,500 00
	" Oct.	12,	do.		do.	" Dec.	11—14	2,500 00
	" Dec.	16,	do.		do.	1821, Feb.	12—15	2,500 00
	1821, Feb.	19,	do.		do.	" April	16—19	2,500 00
	" April	19,	do.		do.	" June	18—21	2,500 00
Same book, p. 166,	" June	22,	do.		do.	" Aug.	20—23	2,500 00
	" Aug.	23,	do.		do.	" Oct.	22—25	2,500 00
	" Oct.	22,	do.	Henry Morris,	do.	1822, Feb.	22—25	4,000 00
	" Oct.	25,	do.		do.	1821, Dec.	24—27	2,500 00
Bill Book, 11, M.	1821, Dec.	27,	do.		do.	1822, Feb.	22—25	2,500 00
to Z. page 166.	" "	"	do.		do.	" Feb.	25—28	2,500 00
	1822, Feb.	25,	do.		do.	" April	26—29	2,500 00
	" Feb.	27,	Henry Morris,	Thomas Morris,	do.	" May	25—28	4,000 00
	" Feb.	28,	Thomas Morris,		do.	" April	29—2	2,500 00
	" April	29,	do.		do.	" June	28—1	2,500 00
	" May	2,	do.		do.	" July	31—3	2,100 00
	" May	27,	do.	Henry Morris,	do.	" July	22—25	3,500 00
	" July	1,	do.		do.	" Aug.	30—2	2,500 00
	" Aug.	1,	do.		do.	" Sept.	30—3	2,100 00
	" Sept.	2,	do.		do.	" Nov.	1—4	2,500 00
	" Oct.	3,	do.		do.	" Dec.	2—5	2,100 00
	" Nov.	4,	do.		do.	1823, Jan.	3—6	2,500 00

Continuation of Notes, &c. &c.

Books.	Date of Notes.	Drawer.	Intermediate Endorser.	Endorser.	Due Day.	Dolls. Cts.
	1822, Dec. 5,	Thomas Morris,		Henry Nixon,	1823, Feb. 3—6	2,100 00
	1823, Jan. 6,	do.		do.	" March 7—10	2,500 00
	" Feb. 6,	do.		do.	" April 7—10	2,100 00
	" March 10,	do.		do.	" May 9—12	2,500 00
	" April 10,	do.		do.	" June 9—12	2,100 00
	" May 12,	do.		do.	" July 11—14	2,500 00
	1823, June 12,	do.		do.	1823, Aug. 11—14	2,100 00
	" July 14,	do.		do.	" Sept. 12—15	2,500 00
	" Aug. 14,	do.		do.	" Oct. 13—16	2,100 00
	" Sept. 15,	do.		do.	" Nov. 14—17	2,500 00
	" Oct. 16,	do.		do.	" Dec. 15—18	2,100 00
" Page 173	" Nov. 17,	do.		do.	1824, Jan. 16—19	2,500 00
	" Dec. 18,	do.		do.	" Feb. 16—19	2,100 00
Bill Book, No. 12.	1824, Jan. 22,	do.		do.	" March 19—22	2,500 00
	" Feb. 19,	do.		do.	" April 19—22	2,100 00
	" March 22,	do.		do.	" May 21—24	2,500 00

These two last Notes are not credited as paid until the 8th October, 1824. A reference to the Discount Blotter of that day, shows an entry thereon, as follows :—

Discount Account—169 days' interest on Thomas Morris's Note for - - - -	$2,100	$59 15
137 days' " do. " - - - -	2,500	57 08
- - - -		116 23
These two Notes amount, - - - - - - - - -	4,600	is 4,600 00
Paid by Henry Nixon's Check on the Bank of North America, as shown by record thereof, on the Note Clerk's Check Book, of that date, - - - -		$4,716 23

I certify the foregoing to be a true exposition of the account, as compared, by me, with the books of the Bank of North America.

Bank of North America, 24th June, 1839.

H. HOLLINGSWORTH, *Cashier.*

A. No. 6.

Bank of North America, June 25th, 1839.

To JOHN K. KANE, ESQ.

Sir,—Enclosed are copies of the accounts, called for in the subpœna, served on me in the case of Morris vs. Nixon & al., Circuit court U. States, June term, 1839, viz:

No. 1. Minutes relating to the sale of Springetsbury Manor by the bank to Jon. Williams & T. Morris.

No. 2. Account Springetsbury Manor.

No. 3. Account bonds and mortgages—Jon. Williams & Thomas Morris.

No. 4. Account bills receivable on ac. Springetsbury Manor.

No. 5. Account notes — Thomas Morris, endorsed by Henry Nixon.

The only paper remaining in bank to my knowledge, relating to the sale of the Hills estate to J. Williams & T. Morris, is the agreement between the president, directors & Co. of the bank of N. A., of the one part, and Jona. Williams & Thomas Morris, of the other part, dated 2d January, 1812, with its counterpart, one of which is enclosed to you herewith; the bonds and mortgages being paid and satisfaction entered on them, were handed long since to H. J. Williams, Esq.

I am, very respectfully, yours,

H. HOLLINGSWORTH, *Cr.*

In the Circuit Court of the United States in and for the Eastern District of Pennsylvania, in the third Circuit. Of October Session, 1836. No. 2.

THOMAS MORRIS, a citizen of the State of New York, *vs.* HENRY NIXON & MARIA, his wife, HENRY MORRIS, HENRY J. WILLIAMS & THOMAS BIDDLE, citizens of the State of Pennsylvania.	In Equity.

To the honorable the Judges of the Circuit Court of the United States, &c.

I, the undersigned, examiner appointed to take and report the testimony that may be offered by the respective parties in the above suit, do respectfully report as follows:

That I have been attended at divers meetings by the complainant, Thomas Morris, with John K. Kane, and Ferdinand W. Hubbell, Esquires, his counsel, and by Henry Nixon, Esq., one of the

defendants, with John Sergeant, Henry J. Williams and William M. Meredith, Esq's., his counsel, and by Henry J. Williams, Esq., one of the defendants, in his proper person; at which meetings, evidence has been produced by both parties, as follows:

On the 10th of September, 1839, the counsel for the complainant produced copies of certain deeds, recorded in the office of the recorder of deeds for the city and county of Philadelphia, and certified by him under his official seal, viz:

No. 1. Indenture of bargain and sale, dated the 14th of July, 1824; Thos. Cadwalader & wife, Henry Nixon & wife, and Henry J. Williams & wife, to the mayor, aldermen and citizens of Philadelphia, in fee for a lot of ground in Penn Township, Philadelphia county, for the consideration of $12,000.

2. Deed poll, dated the 29th day of July, A. D. 1824; the president, directors, and company of the bank of North America to the mayor, aldermen and citizens of Philadelphia, releasing the same lot from lien of a certain mortgage.

3. Indenture of bargain and sale, dated January 1st, 1825; Thomas Cadwalader & wife, Henry J. Williams & wife, and Henry Nixon & wife, to Thomas Malon, in fee for a lot of ground in Penn Township, &c., reserving an annual ground rent of $40.

4. Indenture, &c., dated the 20th of April, 1828; the same grantors to the mayor, aldermen, &c., of Philadelphia, for a tract of land in Penn Township; consideration $67,500.

5. Indenture, &c., dated 30th April, 1828; the same grantors to William S. Bedford, in fee for a lot in Spring Garden, reserving ground rent of $40.

6. Indenture, &c., dated 30th April, 1828; the same grantors to John Jones, in fee for a lot in Spring Garden; ground rent $40.

7. Indenture, &c., dated 5th January, 1829; the same grantors to George Johnson, in fee for a lot in Spring Garden; ground rent $40.

8. Indenture, &c., dated January 1st, 1830; the same grantors to William Linn, in fee for a lot in Spring Garden; ground rent $200.

9. Indenture, &c., dated 1st January, 1830; the same grantors to David Ireland, in fee for a lot in Spring Garden; ground rent $135.

10. Indenture, &c., dated 1st January, 1830; the same grantors to William Linn, in fee for a lot in Spring Garden; ground rent $200.

11. Indenture, &c., dated 1st January, 1830; the same grantors to Wm. McDevitt, in fee for a lot of ground in Spring Garden; ground rent $42.

12. Indenture, &c., dated 2d of September, 1830; the same grantors to James Wilson, in fee for a lot in Spring Garden; ground rent $24.

13. Indenture, &c., dated 2d of September, 1830; the same grantors to James Wilson, in fee for a lot in Spring Garden; ground ren- $24.

14. Indenture, &c., dated 24th of September, 1830; the same grantors to William Linn, in fee for a lot in Spring Garden; ground rent $45.

15. Indenture, &c., dated 24th of September, 1830; the same grantors to Thomas Chipman, in fee for a lot in Spring Garden; ground rent $22 50.

16. Indenture, &c., dated 25th of November, 1830; the same granttors to William H. Elsegood, in fee for a lot in Spring Garden; ground rent $37 50.

17. Indenture, &c., dated 28th of December, 1830; the same grantors to James Burk, in fee for a lot in Spring Garden; ground rent $135.

18. Indenture, &c., dated 11th February, 1831; the same grantors to George Clark, in fee for a lot in Penn Township; ground rent $27.

19. Indentures, &c., dated 27th of September, 1831; the same grantors to Jesse Harris, in fee for a lot in Spring Garden; ground rent $18.

20. Indenture, &c., dated 27th of September, 1831; the same grantors to William Linn, in fee for a lot in Spring Garden; ground rent $40.

21. Indenture, &c., dated 24th of October, 1831; the same grantors to John R. Coates, in fee for two lots in Spring Garden; consideration $9000.

22. Indenture, &c., dated 25th of October, 1831; the same grantors to Joseph Hartshorne, in fee for lot in Spring Garden; consideration $2000.

23. Indenture, &c., dated 25th of October, 1831; the same grantors to John J. Smith, in fee for two lots in Spring Garden; consideration $9000.

24. Indenture, &c., dated 4th of May, 1832; the same grantors to James Carney, in fee for a lot in Spring Garden; ground rent $32.

25. Indenture, &c., dated 4th of May, 1832; the same grantors to George Clark, in fee for a lot in Spring Garden; ground rent $16.

26. Indenture, &c., dated 4th of May, 1832; the same grantors to H. Groves & J. Fleming, in fee for a lot in Spring Garden; ground rent $177.

27. Indenture, &c., dated 4th of May, 1832; the same grantors to James Carney, in fee for a lot in Spring Garden; ground rent $45.

28. Indenture, &c., dated 4th of May, 1832. The same grantors to H. R. Carr and J. S. Gaskill, in fee for two messuages and lots in Spring Garden. Ground rent $120.

29. Indenture, &c., dated 9th of June, 1832. The same grantors to Samuel O'Neill, in fee for a lot in Spring Garden. Ground rent $25,50.

30. Indenture, &c., dated 29th October, 1832. The same grantors to Hugh Osbourne, in fee for a lot in Spring Garden. Ground rent $36.

31. Deed poll, dated the 29th of October, 1832. The same grantors to Henry Moliere, in fee for a ground rent of $220; consideration $3666,67.

32. Indenture, &c., dated the 17th of September, 1833. The same grantors to Henry Hollingsworth, in fee for a lot in Spring Garden. Ground rent $130.

33. Indenture, &c., dated the 17th of Septr. 1833. The same grantors to Joseph Wilson, in fee for a ground rent of $22,50; consideration $375.

34. Indenture, &c., dated the 14th of June, 1834. The same grantors to Andrew McBride, in fee for a lot in Spring Garden. Ground rent $208.

35. Deed poll, dated 1st of November, 1834. The same grantors to Stephen Simmons, in fee for a ground rent of $34; consideration $——.

36. Indenture, &c., dated 25th of November, 1834. The same grantors to Paul Bremond, in fee for a lot in Spring Garden. Ground rent $37,50.

37. Indenture, &c., dated 25th of November, 1834. The same grantors to Paul Bremond, in fee for a lot in Spring Garden. Ground rent $37,50.

38. Indenture, &c., dated 25th of November, 1834. The same grantors to Paul Bremond, in fee for a lot in Spring Garden. Ground rent $37,50.

39. Indenture, &c., dated 25th of November, 1834. The same grantors to Paul Bremond, in fee for a lot in Spring Garden. Ground rent $37,50.

40. Indenture, &c., dated 25th of November, 1834. The same grantors to Paul Bremond, in fee for lot in Spring Garden. Ground rent $37,50.

41. Indenture, &c., dated 25th of November, 1834. The same grantors to Paul Bremond, in fee for a lot in Spring Garden. Ground rent $37,50.

42. Indenture, &c., dated the 1st of January, 1835. The same grantors to Isaac Bedford, in fee for lot in Spring Garden. Ground rent $250.

43. Indenture, &c., dated 1st of January, 1835. The same grantors to Hezekiah S. Miller, in fee for lot in Spring Garden. Ground rent $37,50.

44. Deed poll, dated the 9th of February, 1835. The same grantors to Dennis McCredy, in fee for a ground rent of $32; consideration $500.

45. Deed poll, dated the 12th of May, 1835. The same grantors to the Western Bank of Philadelphia, for a ground rent of $198; consideration $3300.

46. Indenture, &c., dated 27th of June, 1835. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

47. Indenture, &c., dated 27th of June, 1835. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

48. Indenture, &c., dated 27th of June, 1835. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

49. Indenture, &c., dated 27th of June, 1835. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

50. Indenture, &c., dated 27th of June, 1835. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

51. Indenture, &c., dated 27th of June, 1835. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

52. Indenture, &c., dated 27th of June, 1835. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

53. Indenture, &c., dated 1st of October, 1835. The same grantors to William Loyd, in fee for a lot in Spring Garden; consideration $15,000.

54. Indenture, &c., dated 25th of November, 1835. The same grantors to Wm. H. Elsegood, in fee for a lot in Spring Garden. Ground rent $37,50.

55. Indenture, &c., dated 9th of April, 1836. The same grantors to William Loyd, in fee for a lot in Spring Garden; consideration $12,000.

56. Deed poll, dated 12th of May, 1836. The same grantors to Peter A. Browne, in fee for a ground rent of $345; consideration $5,750.

57. Indenture, &c., dated 27th of June, 1836. The same grantors to Hezekiah S. Miller, in fee for a lot in Spring Garden. Ground rent $37,50.

58. Indenture, &c., dated 21st of March, 1837. The same grantors to Thomas Curran, in fee for a lot in Spring Garden; consideration $675.

59. Indenture, &c., dated 29th of May, 1837. The same grantors to Robert W. Richardson, in fee for a lot in Spring Garden; consideration $3,333,34.

60. Indenture, &c., dated 5th of September, 1837. The same grantors to John Murray, in fee for a lot in Spring Garden; consideration $600.

61. Indenture, &c., dated 28th of November, 1838. The same grantors to James Stonehill, in fee for a lot in Spring Garden. Ground rent $40,00.

All which said exemplifications accompany this report, and are marked as in the margin, Nos. 1 to 61, inclusive.

The said deeds were objected to by the counsel for the defendants, so far as they are subsequent in date to the conveyance by the complainant to the defendant, Henry Nixon, dated the 28th day of May, A. D. 1822.

A paper, of which the following is a copy, was also produced by the counsel for the complainant:

No. 6360. *March* 23, 1821.

Received from John Bacon, Treasurer of the Corporation, $4,380, in full of principal and interest of a ground rent deed, or articles of agreement between the Watering Committee and myself, and others, dated May 24th, 1820, for certain ground therein referred to, situate near the works at Fairmount.

(Signed) HENRY NIXON,
Agent Morrisville Estate.

I certify the above to be a correct copy.

WM. STEVENSON,
For City Treasurer.

This paper was admitted by the counsel for the defendants, subject to be corrected by the original when produced.

The following described books, documents, and papers, were agreed by the counsel to be considered as in evidence, though not actually produced to me, and will also accompany this report, viz:

"The books of account of the Morrisville or Hills estate."

"The bonds and mortgage for the purchase money to the Bank of North America."

"The power of attorney to Mr. Biddle and Mr. Nixon, under which they acted for the owners of the Hills estate."

"The deed or agreement to convey in trust, executed by the complainant, to Mr. Henry Morris and Mr. Walker, for Mrs. Nixon."

On the 24th of September, 1839, the following depositions were taken on the part of the defendants:

The deposition of James S. Caldwell,
" of Robert Earp,
" of George McCalmont.

Which depositions are annexed to this report, marked A, B. and C.

On the 9th of October, 1839, the deposition of Gen. Thomas Cadwalader was taken on the part of the defendants, which deposition is hereunto annexed, marked D.

On the 20th of November, 1839, the following deeds and other documents were produced on the part of the defendants, viz:

Indenture of bargain and sale, dated the 28th day of May, A. D. 1822, between Thomas Morris, of the city of New York, gentleman, and Sally, his wife, of the one part, and Henry Nixon, of the city of Philadelphia, merchant, of the other part, for an undivided moiety of certain lands and tenements therein particularly described, a copy of which accompanies this report, marked (62.)

A paper appearing to be an envelope, addressed to Mr. Henry Morris, New York, "favor Mr. Cash," which address was admitted to be in the handwriting of Mr. Nixon, one of the defendants, a copy of which is hereunto annexed, marked (63.)

A power of attorney, dated the first of April, 1816, by Thomas Morris, Esquire, and Sally, his wife, and Henry J. Williams, Esq., Thomas Cadwalader, Esq., and Mary, his wife; to Thomas Biddle and Henry Nixon this instrument was produced by the defendants' counsel, in pursuance of a call by the opposite counsel, and is marked (64.)

Agreement dated the 25th of May, 1820, between Thomas Morris, of the city of New York, of the first part, and Henry Morris and David Walker, of the second part. This paper is marked (65.)

Bond dated the 2d day of January, 1812; Jonathan Williams and Thomas Morris, to the President, Directors, and Company of the Bank of North America, in the penal sum of $40,000, with condition for the payment of $20,000 on the 25th of March, 1814, with interest from the 25th of March, 1812, with a warrant of attorney annexed thereto.

Bond dated the same day, by the same obligors to the same obligees, in the sum of $40,000, with condition for the payment of $20,000 on the 25th of March, 1815, with interest from the 25th of March, 1812, and warrant of attorney annexed.

Bond dated the same day, by the same obligors to the same obligees, in the sum of $40,000, with condition for the payment of $20,000 on the 25th of March, 1816, with interest from the 25th of March, 1812, and warrant of attorney annexed. These three bonds are marked 66, 67, 68.

Indenture of mortgage, made the second of January, 1812, between Jonathan Williams and Thomas Morris, of the one part, and the President, Directors, and Company of the Bank of North Ame-

rica, of the other part, reciting the said three bonds and mortgages, a certain messuage and tract of land situate in Penn Township, and county of Philadelphia, for the payment of the same. This instrument is marked 69.

70. Indenture of, &c., dated the 13th of July, 1814; Jonathan Williams and wife, and Thomas Morris and wife, by their attorneys, Henry Nixon and Thomas Biddle, to Charles Miller, in fee for a lot in Penn Township, reserving a ground rent of $173.

71. Deed poll, (endorsed on the same,) dated the 22d of June, 1824; Charles Miller and wife to Henry Nixon, Thomas Cadwalader and Henry J. Williams, in fee for the same lot.

72. Indenture of, &c., dated the 25th of June, 1814; Jonathan Williams and wife, and Thomas Morris and wife, by their said attorneys, to John Kissick, in fee for a lot in Penn Township, reserving a ground rent of $36.

73. Deed poll, (endorsed on the same,) dated the 1st of October, 1824; John Kissick to Henry Nixon, Thomas Cadwalader, and Henry J. Williams, in fee for the same lot.

74. Indenture, &c., dated the 13th of July, 1814; Jonathan Wilhams and wife, and Thomas Morris and wife, by their said attorneys, to Henry Sergeant and E. S. Sergeant, in fee for a lot of ground in Morrisville, Penn Township, reserving a ground rent of $80.

75. Deed, (endorsed on the same,) dated the 14th day of May, 1819; Henry Sergeant to E. S. Sergeant, in fee for all his interest in the said lot.

76. Deed poll, (endorsed on the same,) dated the 28th day of January, 1822; E. S. Sergeant and wife to Thomas Morris, in fee for one moiety, and to Henry J. Williams and Thomas Cadwalader, in fee for the other moiety of the same lot. These deeds are marked as in margin, 70, 76, inclusive.

Indenture, &c., dated the 13th of July, 1814, Jonathan Williams and wife, and Thomas Morris and wife, by their attorney, Henry Nixon, to William Briggs, in fee for a lot in Morrisville, Penn Township, consideration $1000. This deed was produced by the counsel for the defendants, and alleged by them not to have been delivered, marked (77.)

The following letters, or copies of letters, were also produced by the counsel for the defendants, viz:

78. Letter dated New York, May 4th, 1836, Thomas Morris to Henry J. Williams.

79. " " Philadelphia, May 7th, 1836, H. J. Williams to Thomas Morris, (copy from Letter Book.)

80. " " Philad'a, May 7, 1836, same to same. (Copy from Letter Book.)

81. Letter, dated New York, May 10th, 1836, Thomas Morris to H. J. Williams.
82. " " Philad'a, May 11th, 1836, H. J. Williams to Thomas Morris. (Copy from Letter Book.)
83. " " New York, May 27th, 1836, Thomas Morris to H. J. Williams.
84. " " Philad'a, May 27, 1836, H. J. Williams to Thomas Morris. (Copy from Letter Book.)
85. " " New York, May 10, 1836, Thomas Morris to Henry Nixon.
86. " " Philad'a, May 12, 1836, Henry Nixon to Thomas Morris. (Copy.)
87. " " New York, May 31, 1836, Thomas Morris to Henry Nixon.
88. " " June 4, 1836, Henry Nixon to Thomas Morris. (Copy.)

Which letters are severally marked 78 to 88, inc.

On the 9th of December, 1839, the counsel for the defendant produced the following papers:

89. A promissory note, dated January 11th, 1813, drawn by Nixon & Walker, in favor of Thomas Morris or order, for $3,600 at 60 days after date, endorsed by Thomas Morris and Nixon & Walker.

90. A promissory note, dated March 25th, 1813, drawn by Thomas Morris in favor of Nixon & Walker or order, for $3,667 69, at 60 days, endorsed by Nixon & Walker.

91. A promissory note, dated November 22d, 1813, drawn by Thomas Morris in favor of Henry Nixon or order, at 90 days, for $5,000, endorsed by Henry Nixon and Nixon & Walker. These notes are severally marked 89, 90, 91, as in margin.

The following letters were also produced on the part of the defendants, all written by Thomas Morris, and dated as follows:

92. Albany, March 4, 1813, to Henry Nixon.
93. New York, May 26, " to same.
94. New York, Dec. 17, " to same.
95. " June 8, 1815, to same.
96. " August 11, " to same.
97. " Oct'r. 11, " to Nixon & Walker.
98. " Oct'r. 24, " to Henry Nixon.
99. " Dec'r. 14, " to Henry Nixon.
100. " Jan. (June) 20, 1816, to same.
101. " May 20, " same.
102. " Post-marked Oct'r. 25, no year, to same.
103. " Dec'r. 28, 1816, to same.
104. " May 15, 1817, to same.
105. " June 5, " same.
106. " May 28, " same.
107. " Sept. 8, " same.
108. " May 8, 1818, same.
109. " June 18, " same.

110. New York, June 24, 1818, to same.
111. " July 21, " same.
112. " Nov'r 4, " same.
113. " " 16, " same.
114. " Post-marked Feb. 24, no year, to same.
115. " Feb. 20, 1819, to same.
116. " " 25, " same.
117. " March 19, " same.
118. " " 26, " same.
119. " Ap'l 16, (10th) " same.
120. " June 8, (1820) " same.
121. " P. mark Ap'l 3, no year, to same, part of a letter—endorsed, Rec'd 4th, 1820.
122. " Dec'r 15, 1820, to same.
123. " Feb'ry 4, 1831, to John Wharton. (On the same sheet are copies of two letters from John Wharton to Thomas Morris; one dated 10th of February, 1831; the other, 17th of February, 1831; which copies were objected to by the counsel for the complainants.)
124. " Feb. 21, 1831, to John Wharton.
125. " Aug. 29, " same.
126. " Sept. 20, " same.
127. " Oct. 28, " same.
128. " Oct. 31, " same.
129. " Nov. 27, " same.
130. " Dec. 1, " same.
131. " " 3, " same.
132. " " 15, " same.
133. " " 26, " same.
134. " Jan. 16, 1832, same.

Which letters are marked as in margin 92, 134, inclusive.

The last mentioned eleven letters were taken, subject to exception by the complainant's counsel.

On the 20th of January, 1840, the defendants' counsel produced the following papers:

135. A draft, dated New York, April 1, 1813, drawn by Thomas Morris on Henry Nixon, in favor of John Low or order, for $1,700, at sight; endorsed, "Pay Bank North America, John Low, cashier." Rec'd for Bk. N. A., Thomas Bedford, clerk."

136. A promissory note, dated February 19, 1824, by Thomas Morris in favor of Henry Nixon, at 60 days, for $2,100; "Credit the drawer, H. Nixon." Endorsed, H. Nixon, with bank mark of *paid*.

137. A promissory note, dated March 22d, 1824, by Thomas Morris in favor of Henry Nixon, at 60 days sight, for $2,500. "Credit the drawer, H. Nixon." Endorsed, H. Nixon, with bank mark of *paid*.

138. A receipt, dated October 8th, 1824, signed James S. Smith,

Jr., note clerk, for H. Nixon, Esq., for the sum of forty-six hundred dollars, being the amount of the two last mentioned notes.

139. A letter, dated New York, October 7, 1821, Thomas Morris to Henry Drinker, Esq., Cashier Bank North America. Post-marked, Oct'r 6.

140. An account, Thomas Morris with Thomas Biddle, headed March 25th, 1816; signed T. Biddle, at foot.

Philadelphia, June 4, 1816. So settled.

(Signed) THOMAS MORRIS.

Which papers are marked 135, 140, inclusive.

On the 7th of April, 1840, the defendants' counsel produced the following letters from Thomas Morris to Henry Nixon, dated as follows:

141. New York, February 23, 1823.
142. " Post-mark March 7, (no year.)
143. " February 11, 1828.
144. " March 26, 1829.

145. An abstract of deeds on record, made by James S. Caldwell and William D. Caldwell, or one of them, from the year 1818 to 1830, (inc.)

146. A deed, dated the 14th of September, 1824, from Charles Francis to Thomas Biddle, Henry Nixon and Henry J. Williams.

Which letters, &c., are marked 141, 146, inclusive.

The counsel for the complainant then produced a copy of a receipt, dated March 23d, 1821, signed by H. Nixon, agent Morrisville estate, No. 6360, from John Bacon, treasurer of the city of Philadelphia, for the sum of $4,380,—which is marked 147.

On the 13th of April, 1840, I took the deposition of Charles Francis, which is hereunto annexed, marked E.

On the 21st of April, 1840, I took the deposition of John Robbins, which is hereunto annexed, marked F.

The following instruments and papers were produced by the counsel for the defendants, viz:

148. A bond, dated May 28, 1822, from Thomas Morris to Henry Nixon, in the penal sum of $10,000, with condition for payment of $5,000.

149. A bond, dated December 29, 1831, from Thomas Morris to John Wharton, in the penal sum of $13,145 60, with condition for payment of $6,572 80, assigned by endorsement, dated the 31st of January, 1832, to Henry J. Williams.

150. A letter, from Henry Morris to Thomas Biddle, dated New York, March 13th, 1812.

The following letters to Thomas Biddle, from Thomas Morris, dated,

151. New York, Nov'r 23, 1812.
152. Albany, Mar. 8, 1813.
153. " May 8, "

154. New York, May 17, 1817.
155. " Mar. 26, 1818.
156. A promissory note, dated March 25, 1817, by Thomas Biddle to Henry Nixon or order, payable on the 7th of July, 1817, for $2,443 58; endorsed, H. Nixon—H. Drinker.
157. A draft, dated New York, 29th April, 1817, drawn by Thomas Morris on Messrs. Biddle, Wharton & Brothers, for $4,000, in favor of Thomas Morris. Accepted April 30, 1817.
158. A draft, dated New York, 29th April, 1817, drawn by Thomas Morris on Mess. Biddle, Wharton & Brothers, for $4,000, in favor of Thomas Morris. Accepted April 30th, 1817.
159. A deed, dated the 13th of March, 1818, by Thomas Morris and wife to Henry J. Williams, for sundry ground-rents,—which documents are marked 148, 159, inclusive.

The counsel for the complainant produced a letter, dated Philadelphia, Dec'r 7, 1820, from Henry Nixon to Thomas Morris, post-marked Dec'r 10th, which is marked 160.

On the 1st of May, 1840, I took the depositions of John Hockley, John Bacon, Henry Nixon, and Thomas Morris, which are hereunto annexed, marked G, H, I, and K.

The following letters were produced by the complainant, on the call of the defendants' counsel, and were given in evidence by the latter, viz:

161. Dated Philad'a, Feb'ry 21, 1829, from Henry Nixon to Thomas Morris.
162. A letter with no date, except "Monday," and endorsed "March 9, 1829," the same to the same.
163. A letter with no date, except "Tuesday," with post-mark "March 10," the same to the same,—which are marked 161, 162, 163.

The counsel for the complainant gave in evidence the following documents:

164. A deed, dated the 20th of April, 1828, from Thomas Cadwalader and wife, Henry Nixon and wife, and Henry J. Williams and wife, to the Mayor, Aldermen and citizens of Philadelphia, in fee for certain lands, lots, &c.
165. A certificate in the Bank of New York, by Thomas Morris, dated the 16th day of January, 1818, with affidavit annexed by A. P. Halsey, cashier,—which are marked 164, 165.

The counsel for the defendants then produced—

166. An exemplification of a deed, dated the 9th day of February, 1811, (4,) from Henry Foxall to Thomas Cadwalader and Henry Nixon, in fee for certain lands on Vine street.
167. Also, a copy of a declaration of trust, by Henry Nixon, dated the 9th day of October, A. D. 1825,—which are marked 166, 167.

All which is respectfully submitted.

T. J. WHARTON, *Examiner.*

March 13, 1841.

1. Deed Book G. W. R., No. 2, page 723. Indenture made 14th July, 1824, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and the Mayor, Aldermen, and Citizens of the city of Philadelphia, of the other part; witnesseth, that the said parties of the first part, for and in consideration of the sum of $12,000 to them in hand paid by the parties of the second part, at the time of the execution hereof, the receipt whereof is hereby acknowledged, do grant, bargain, and sell, &c., to the parties of the second part, a lot of ground situate in Penn township, in the county of Philadelphia, containing in front, on the north side of Morris street, 400 feet, and extending northward along the west side of John street and east side of Pearl street 400 feet to Hunter street, (boundaries described.) Receipted by Cadwalader, Nixon, & Williams, for $12,000.

2. N. B.—Appended to this deed, is an agreement absolving the Mayor, Aldermen, &c., from the payment of any mortgage debt, which may have been an incumbrance upon the above-conveyed premises.

3. Deed Book G. W. R., No. 25, page 466. Indenture made 1st January, 1825, between Thomas Cadwalader, H. Nixon, and H. J. Williams, and their wives, all of the city of Philadelphia, of the one part, with Thomas Malon, of the other part; witnesseth, the said parties of the first part, in consideration of one dollar paid, &c., do bargain, sell, &c., to said Thomas Malon, a lot on northeast side of Upper Ferry road, between William and John streets: consideration, yearly rent, $40. Purchase money, within seven years, $666,66. Signed by contracting parties.

4. Thomas Cadwalader & Mary, his wife, Henry Nixon & Maria, his wife, & Henry J. Williams & Julia R., his wife:

To the Mayor, Aldermen, and Citizens of Philadelphia.

(Dated 20th day of April, 1828. Recorded May 5, 1828, Deed Book G. W. R., No. 23, p. 29, &c. Consideration $67,500.)

Conveys all that tract of land situate formerly in Penn township, but now in the district of Spring Garden, beginning at the junction of the south line of Francis street and the river Schuylkill at low water mark; thence along the south side of Francis street easterly, crossing Water Canal Bridge and Pearl street to ground said to belong to Henry Molier, at the distance of two hundred and twenty feet or thereabouts, from John street; thence southerly, along the western boundary of said Moliere's ground, one hundred and sixty-two feet seven inches, to the southwesterly corner thereof; thence southeasterly, still by the said Henry Moliere's ground, about sixty-eight feet seven inches, more or less, to the north line of a thirty feet wide street, called Molier street; thence south seventy-

eight degrees, ten minutes, east, along the north line of said Molier street one hundred and fifty-eight feet, more or less, to John street; thence southerly, along the west line of John street, to a stone at the southwest corner of Hunter and John streets, corner to ground belonging to the said the Mayor, Aldermen, and Citizens of Philadelphia; thence southwardly, in the line of the same ground of the Mayor, Aldermen, and Citizens of Philadelphia, to the west side of John street, to the present north line of Morris street; thence still southwardly, crossing Morris street, along the west line of John street, and crossing a thirty-five feet wide street, called Biddle street, to a point at the distance of two hundred and eighty feet north of the Upper Ferry road; thence westerly along the south side of Biddle street, and by ground of Joseph Innes and others, parallel with Hamilton street, four hundred feet to the east side of Pearl street, by the said ground of Joseph Innes and others, to the Upper Ferry road; thence northwesterly, along the Upper Ferry road, to ground of the Managers and Company for erecting a permanent bridge over the river Schuylkill, at or near where the floating bridge is at present situate, and known by the name of the Upper Ferry; thence northerly, by the said last mentioned ground, to the south side of the said Morris street, to the river Schuylkill, at low water mark of the said river Schuylkill, to the place of beginning.

5. Deed Book A. M., No. 43, page 654. Indenture made 30th April, 1828, between T. Cadwalader, H. Nixon, H. J. Williams, and their wives, all of the city of Philadelphia, of the first part, and William S. Bedford, of the second part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to William S. Bedford, a lot situate on N. E. side of Upper Ferry road, between William and John streets, or Fairmount street, front 20 feet on Upper Ferry road, depth (N. E.) 99 feet 10 inches, (boundaries given:) ground rent $40. Bedford agreeing within two years to put up a stone or brick building, 18 feet square, &c. Purchase money within seven years, $666,66. Signed by the parties.

6. Deed Book A. M., No. 8, page 126. Indenture made 30th April, 1828, between T. Cadwalader, H. Nixon, and Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and John Jones, of the other part; witnesseth, one dollar paid, &c., do grant, release, sell, &c., to John Jones, a lot of ground beginning at northwest corner of Upper Ferry road, extending S. E. 20 feet on said road, (boundaries described.) Yearly rent $40. Jones agrees within two years to put upon the property a brick or stone building 18 feet square, at least two stories high, exclusive of garret and cellar; and purchase money within seven years, $666,67. Signed by the within named parties—also acknowledged.

7. Deed Book A. M., No. 5, page 128. Indenture made January 5th, 1829, between T. Cadwalader, H. Nixon, and H. J. Wil-

liams, and their wives, all of the city of Philadelphia, of the one part, and Geo. Johnson, storekeeper, of the other part; witnesseth, one dollar, &c., do bargain, sell, &c., to George Johnson, a lot of ground situate on Upper Ferry road, between Fairmount and William streets, (boundaries described.) Yearly rent $44: purchase money within seven years, $733,33. Signed by contracting parties.

8. Deed Book A. M., No. 4, page 466. Indenture made 1st January, 1830, between T. Cadwalader, H. Nixon, and H. J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Wm. Linn, manufacturer, of the other part; witnesseth, one dollar paid, &c., do grant, sell, &c., to William Linn, a lot of ground on northeast side of Upper Ferry road, (boundaries described.) Yearly rent $200: purchase money within seven years, $3,333 34. Signed by all the parties herein mentioned—also acknowledged.

9. Deed Book A. M., No. 4, page 13. Indenture made 1st January, 1830, between Thomas Cadwalader, Henry Nixon, and H. J. Williams, and wives, all of the city of Philadelphia, on one part, and David Ireland, of the other part, house carpenter; witnesseth, one dollar, &c., do sell, &c., to David Ireland, a lot beginning northwest corner of Callowhill and Schuylkill Front, extending westerly along Callowhill street 54 feet, thence northerly 150 feet to Nixon street, (boundaries given.) Yearly rent $135: purchase money $2,250; (the number of years within which it is payable is not specified, being left blank.) Signed by all the parties herein mentioned—also acknowledged.

10. Deed Book G. W. R., No. 37, page 273. Indenture made between Thomas Cadwalader, Henry Nixon, and Henry J. Williams, and wives, of the city of Philadelphia, dated 1st January, 1830, on one part, and William Linn, manufacturer, on the other; witnesseth, for one dollar, &c., do grant, bargain, sell, &c., to William Linn, a lot of ground on Upper Ferry road, along Linn street,—boundaries described. Yearly rent $200: purchase money within seven years, $3,333 33. Signed by the *parties.*

11. Deed Book A. M., No. 43, page 30. Indenture made 1st January, 1830, between T. Cadwalader, H. Nixon, and H. J. Williams, and their wives, all of the city of Philadelphia, of the first part, and William McDevitt, of the second part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to Wm. McDevitt, a lot situate on the N. E. side of Upper Ferry road, between Fairmount (formerly John street) and William street, front 21 feet 4 inches on Upper Ferry road, depth 58 feet 2¼ inches. Ground rent $42: purchase money within seven years, $700.

12. Deed Book A. M., No. 8, page 382. Indenture made 2d September, 1830, between T. Cadwalader, H. Nixon, and H. J. Williams, and their wives, all of the city of Philadelphia, of the one part, and James Wilson, of the other part; witnesseth, one

dollar, &c., do grant, release, sell, &c., to James Wilson, a lot of ground on north side of Hamilton street, between Fairmount street and Upper Ferry road. Yearly rent $24: purchase money within seven years $400. Signed by contracting parties.

13. Deed Book A. M., No. 27, page 154. Indenture made 2d September, 1830, between T. Cadwalader, H. Nixon, and Henry J. Williams, and their wives, all of the city of Philadelphia, of the first part, and James Wilson, boat-builder, of the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to James Wilson, a lot of ground situate on the north side of Hamilton street, between Fairmount street and Upper Ferry road, 14 feet 11 inches on Hamilton street; depth 60 feet 4 inches. Ground rent $24: purchase money within seven years, $400. Signed by the parties.

14. Deed Book A. M., No. 20, page 687. Indenture made 24th September, 1830, between T. Cadwalader, H. Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the first part, and William Linn, of the other part; witnesseth, that, one dollar, &c., do bargain, grant, sell, &c., to William Linn, and his heirs, &c., a lot of ground situate on the N. E. side of Upper Ferry road, between Nixon and William streets. Extent of front on Upper Ferry road 113 feet 11 inches,—boundaries described. Yearly rent $45: purchase money within seven years, $750. Signed by parties.

15. Deed Book A. M., No. 30, page 666. Indenture made 4th September, 1830, between T. Cadwalader, H. Nixon, and Henry J. Williams, and wives, all of the city of Philadelphia, of the first part, and Thomas Chipman, of the second part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to Thomas Chipman, a lot situate on the north side of Hamilton street, between Fairmount and Upper Ferry road, 15 feet *feet* front on Hamilton street; depth 60 feet 4 inches,—boundaries given. Ground rent $22 50: purchase money within seven years, $375. Signed by both parties.

16. Deed Book A. M., No. 70, page 555. Indenture made 25th November, 1830, between T. Cadwalader, H. Nixon, and H. J. Williams, and wives, all of the city of Philadelphia, of the first part, and H. Elsegood, cordwainer, of the second part; witnesseth, one dollar, do grant, bargain, sell, &c., to H. Elsegood, a lot situate on east side of Fairmount street, between Morris and Hunter streets, 15 feet front on Fairmount street, 74 feet deep. Ground rent $37 50: purchase money within —— years $625. Signed by parties.

17. Deed Book A. M., No. 4, page 463. Indenture made 28th December, 1830, between T. Cadwalader, H. Nixon and Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and James Burke, of the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to James Burke, a lot of ground

on Upper Ferry road, between Nixon and William streets (boundaries described); yearly rent $135; purchase money within seven years $2,250. Signed by all the parties herein mentioned: also acknowledged.

18. Deed Book A. M., No. 19, page 679. Indenture made 11th February, 1831, between T. Cadwalader, H. Nixon, H. J. Williams, and their wives, all of the city of Philadelphia, of the one part, and George Clark, of the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., a lot at the S.W. corner of Linn street, 18 feet on Nixon street, 76 feet deep (boundaries described); yearly rent $27; purchase money within seven years $450. Signed by all parties.

19. Deed Book S. H. F., No. 26, page 368. Indenture made 27th September, 1831, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, of the city of Philadelphia, and their wives, of the one part, and Jesse Harris, of the District of Spring Garden, of the other part; witnesseth, that the said parties of the first part do grant, bargain and sell, &c., unto the said Jesse Harris, his heirs, &c., a lot of ground in the county of Philadelphia, in the district of Spring Garden, situate on the west side of Nixon street (formerly) Washington street, between Linn street and the Upper Ferry road, 18 feet on Nixon street, and 76 feet deep—boundaries described; yearly rent $18; purchase money $300 within seven years.

20. Deed Book A. M., No. 16, page 692. Indenture made 27th September, 1831, between T. Cadwalader, H. Nixon, and H. J. Williams, and their wives, all of the city of Philadelphia, of the one part, and William Linn, of the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to William Linn, a lot of ground 20 feet on Callowhill street; yearly rent $40; purchase money within seven years $666,67. Signed by contracting parties.

21. Deed Book A. M., No. 35, page 591. Indenture made between T. Cadwalader, H. Nixon, and Henry J. Williams and wives, of the first part, 24th October, 1831, and John R. Coates, of the second part; witnesseth, for and in consideration of the sum of $8,000 mortgage money, and of the further sum of $1000 paid to them by John R. Coates, receipt acknowledged, do grant, bargain, sell, &c., to said John R. Coates, a lot situate on the S. side of Hamilton street, containing in front on said street 400 feet (boundaries given): also, a lot on Nixon street 75 feet front, depth 125 feet, subject to the claim, if any, of the Schuylkill and Delaware Canal Company, for property for bed of canal and towing-path; which claim, however, is not recognized by the parties of the first part—it not having been established in any lawful way; but against which claim the parties of the first part do not guarantee. Received on the date above mentioned $1000, which, together with the mortgage money above mentioned, is the full consideration expressed above.

(Signed) H. NIXON,
H. J. WILLIAMS.

22. Deed Book A. M., No. 14, page 585. Indenture made between T. Cadwalader, H. Nixon, and H. J. Williams, and wives, all of the city of Philadelphia, (dated 25 October, 1831) of the one part, and Joseph Hartshorne, M.D., of the other part; witnesseth, that the said parties of the first part, for and in consideration of the sum of $1,100 mortgage money, and the further sum of $900, receipt acknowledged, do grant, bargain, sell, &c., to Joseph Hartshorne, &c., lot of ground situate on a street running from Nixon to Schuylkill Front street, containing 165 feet front and extending in depth southwardly 140 feet (boundaries described). Signed by the within named parties. Received October 25th, 1831, from Joseph Hartshorne, $900, which, with the above mentioned mortgage money, is the full consideration set forth.

Acknowledged. (Signed) H. NIXON, H. J. WILLIAMS.

23. Deed Book A. M., No. 14, page 548. Indenture made 25th October, 1831, between Thomas Cadwalader, Nixon, H. J. Williams, and wives, all of the city of Philadelphia, of the one part, and John J. Smith, of Philadelphia, of the other part; witnesseth, that the parties of the first part, for and in consideration of the sum of $9,000, receipt acknowledged, do bargain, release, sell, &c., to John J. Smith, a lot of ground situate, &c., on the north side of Callowhill street, between Schuylkill Front and Nixon streets, fronting on Callowhill street 272 feet, depth 150 feet (boundaries given). Receipt for $9,000. Signed by the within named parties. Acknowledged 25th October, 1831.

24. Deed Book A. M., No. 45, page 672. Indenture made between T. Cadwalader, H. Nixon, H. J. Williams, and wives, all of the city of Philadelphia, of the first part, dated 4th May, 1832, and James Carney, carter, of the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to James Carney, a lot situate on the west side of Nixon street, between Callowhill and Linn street. Ground rent $32. Purchase money $533,33.

25. Deed Book A. M., No. 45, page 522. Indenture made 4th May 1832, between T. Cadwalader, H. Nixon, H. J. Williams, and their wives, all of the city of Philadelphia, of the first part, and George Clark, carter, of the other part; witnesseth, one dollar, &c., do grant, bargain, &c., a lot situate on the west side of Nixon street, between Callowhill and Linn streets. Ground rent $16. Purchase money within seven years $266,67. Signed by the parties.

26. Deed Book A. M., No. 54, page 763. Indenture made 4th day of May, 1832, between T. Cadwalader, H. Nixon, and H. J. Williams, and their wives, all of the city of Philadelphia, of the first part, and Hugh Groves, and others, manufacturers, of the second part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., a lot of ground on south side of Hamilton, between William and Nixon streets, beginning at the south-east corner of Hamilton

and Nixon streets; thence eastwardly along Hamilton 118 feet, thence southwardly 140 feet deep to Linn street. Ground rent $177 yearly. Purchase money after seven and before ten years, $2,950. Signed by parties.

27. Deed Book A. M., No. 45, page 676. Indenture made 4th May, 1832, between T. Cadwalader, H. Nixon, and H. J. Williams and their wives, all of the city of Philadelphia, of the first part, and James Carney, carter, of the second; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to James Carney, a lot situate on the N. E. side of Upper Ferry road, between Fairmount and William streets, 20 feet front on said road, 83 feet deep (boundaries given). Ground rent $45. Purchase money within 7 years, $750. Signed by the parties.

28. Deed Book A. M., No. 27, page 593. Indenture made 4th May, 1832, between T. Cadwalader, H. Nixon, and Henry J. Williams, and their wives, all of the City of Philadelphia, of the first part, and Henry Carr and others, of the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to Henry Carr and others, two lots of ground situate at the N. E. corner of Callowhill and Fairmount streets, 56 feet 4 inches on the N. side of Callowhill street. Ground rent $120; purchase money within 7 years $2000. Signed by the parties.

29. Deed Book A.M., No. 26, page 651. Indenture made 9th June, 1832, between T. Cadwalader, H. Nixon, and Henry J. Williams, and their wives, all of the City of Philadelphia, of the one part, and Samuel O'Neill, manufacturer, of the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to Samuel O'Neill, a certain lot of ground 17 feet on Hamilton street, depth 140 feet to Linn street, (boundaries given.) Ground rent $25 50; purchase money within seven years $425. Signed by the parties.

30. Deed Book A.M., No. 54, page 220. Indenture made 29 October, 1832, between T. Cadwalader, (by his attorney, John Cadwalader, duly constituted—letter of attorney dated 18 July, 1832,) H. Nixon, H. J. Williams, and their wives, all of the City of Philadelphia, of the first part, and Hugh Osbourn of the second part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to Hugh Osbourn, a lot of ground, situate on the N. side of Callowhill street, between Nixon and William street, 18 feet on Callowhill street, 99 feet deep. Ground rent $36; purchase money within 7 years $600. Signed by the parties.

31. Deed Book A. M., No. 72, page 100. Know all men, &c., that the within named Thomas Cadwalader (acting by John Cadwalader, his attorney in fact, duly constituted by letter of attorney, dated the 18th July, 1832,) and Mary, his wife, Henry J. Williams and Julia, his wife, and Henry Nixon and Maria, his wife, for and in consideration of the sum of $3,666 67, and arrearages of rent up to this time, being paid to them by the within named Henry Moliere, at the time of the execution hereof, the receipt whereof is hereby

acknowledged, have granted, bargained, sold, &c., and by these presents do grant, bargain, and sell, &c., unto the said Henry Moliere, his heirs, &c., all that the within mentioned and reserved yearly ground rent or sum of $220, charged on half yearly issuing, and payable by the said Henry Moliere, his heirs, &c., out of and for all that the within described and granted lot, or piece of ground, situate at the S. W. corner of France and John streets, in Penn Township, County of Philadelphia, bounded and being as the same in and by the within indenture, which is recorded the 10th of December, 1822; executed by the said Thomas Cadwalader, Henry J. Williams, Henry Nixon, and their wives, and Henry Moliere, and recorded at Philadelphia, &c.

Date of this instrument, 29th October, 1832. A receipt for the consideration above named, viz: $3,666 67, and the arrearages above enumerated, being the full consideration for the above mentioned, is signed by Henry J. Williams.

32. Deed Book A.M., No. 68, page 361. Indenture made 17 September, 1833, between T. Cadwalader, H. Nixon, and H. J. Williams, and their wives, all of the City of Philadelphia, of the first part, and Henry Hollingsworth on the second part; witnesseth, one dollar, &c., do bargain, sell, &c., to Henry Hollingsworth, a lot situate on N.W. corner of Hamilton and William streets, front on Hamilton street 99 feet 9 inches, depth northwardly 104 feet. Ground rent $130; purchase money within 7 years $2,166 67. Signed by the parties.

N. B.—This last succeeding deed is transferred by Hollingsworth to Bank of N. A.; consideration, one dollar and ground rent.

33. Deed Book A. M., No. 43, page 91. Indenture made 17th September, 1833, between T. Cadwalader, H. Nixon, and H. J. Williams, and wives, all of the City of Philadelphia, of the one part, and Joseph Wilson, boat-builder, of the other part; witnesseth, that said parties of the first part, for and in consideration of the sum of $375, receipt hereby acknowledged, do grant, convey, &c., release all claims for ground rent ($2,250 50, on lot and building,) situate on north side of Hamilton street, between Fairmount and upper Ferry Bridge road, 15 feet front on Hamilton street, depth 62 feet 4 inches. Signed by the parties.

34. Deed Book A. M., No. 56, page 10. Indenture made 14th June, 1834, between T. Cadwalader, H. Nixon, H. J. Williams, and their wives, of the first part, and Andrew McBride, manufacturer, of the second part; witnesseth, one dollar, &c., do grant, bargain, sell, &., to Andw. McBride, a lot of ground, situate on the westwardly side of Callowhill street, between William and Fairmount streets, beginning on north-eastwardly side of Callowhill street (formerly Upper Bridge road) 57 feet 6 inches, northwestwardly from William street, thence extending north-eastwardly, by ground of Thomas Mervine about 113 faet, to an alley 18 feet wide at its

east end, thence along said alley westwardly 68 feet to a corner, thence by the same Court, widened southerly 7 feet 10 inches, thence still by said Court or alley 20 feet, to a corner of land now owned by R. Mitchener, thence by the same southwardly at right angles with Callowhill street 91 feet, to the said Callowhill street, and thence eastwardly along the same 104 feet to the beginning, (boundaries given.) Yearly rent $208; purchase money within 7 years $3,466 75. Signed by the parties.

35. Know all men, &c., that Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, for and in consideration of $566 67, paid to them at and before the execution hereof (the receipt whereof is hereby acknowledged) by Stephen Simmons, of the District of Spring Garden, lumber merchant, do grant, bargain, and sell, &c., unto the said Stephen Simmons, his heirs, &c., all that the within mentioned and reserved yearly rent charge of $34, payable by John Shannon, of the city of Philadelphia, his heirs, &c., out of and for the within described lot of ground, &c., bounded and being as the same is particularly set forth in the within indenture, dated the 30 Dec., 1830, &c. Dated November 1st, 1834.

36. Deed Book S. H. F., No. 14, page 207. Indenture made 25th November, 1834, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Paul Bremond, of the said city, hatter, of the other part; witnesseth, that the said parties of the first part do grant, bargain, sell, &c., unto the said Paul Bremond, his heirs, &c., a lot of ground on the east side of Fair Mount street, of the distance of 45 feet northward from the north side of Morris street, in the District of Spring Garden, in the county of Philadelphia, containing 15 feet front on Fair Mount street, 74 feet deep, (boundaries described.) Yearly rent $37 50; purchase money within 7 years $625.

37. Deed Book S. H. F., No. 14, page 200. Indenture made 25th November, 1834, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Paul Bremond, of the said city, hatter, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, and sell, &c., unto the said Paul Bremond, his heirs, &c., a lot of ground situate on the east side of Fair Mount street at the distance of 15 feet, northward from Morris street, in the District of Spring Garden, and county of Philadelphia, containing in front on the said Fairmount street 15 feet, by 74 feet deep, (boundaries described.) Yearly rent $37 50; purchase money within seven years $625.

38. Deed Book A. M., No. 75, page 1. Indenture made 25th November, 1834, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Paul Bremond of the said city, hatter, of the other part; witnesseth, that the said parties of the

first part do grant, bargain, and sell, &c., unto the said Paul Bremond, his heirs, &c., a lot of ground situate on the east side of Fairmount street, at the distance of 150 feet northward from Morris street, in the District of Spring Garden, and county of Philadelphia, containing 15 feet front on Fairmount street, 74 feet deep, (boundaries described.) Yearly rent $37 50; purchase money within 7 years $625.

39. Deed Book S. H. F., No. 14, page 203. Indenture made 25th November, 1834, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Paul Bremond, of the said city, hatter, of the other part; witnesseth, that the said parties of the first part do grant, bargain, sell, &c., unto the said Paul Bremond, his heirs, &c., a lot of ground situate in the district of Spring Garden, and county of Philadelphia, on the east side of Fair Mount street, at the distance of 30 feet northward from Morris street, containing 15 feet front on the said Fair Mount street, and 74 feet deep, (boundaries described;) yearly rent $37 50. Purchase money within 7 years, $625.

40. Deed Book S. H. F., No. 26, page 444. Indenture made 25th November, 1834, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, of the city of Philadelphia, and their wives, of the one part, and Paul Bremond, of the said city, hatter, of the other part; witnesseth, that the said parties of the first part do grant, bargain, sell, &c., unto the said Paul Bremond, his heirs, &c., a lot of ground situate in the district of Spring Garden, in the county of Philadelphia, containing in breadth on Fair Mount street 15 feet, and in length or depth 74 feet, (boundaries described;) yearly rent $37 50. Purchase money within seven years, $625.

41. Deed Book S. H. F., No. 14, page 197. Indenture made 25th November, 1834, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, of the city of Philadelphia, and their wives, of the one part, and Paul Bremond, of the said city, (a hatter,) of the other part; witnesseth, that the said parties of the first part do grant, bargain, and sell, &c., unto the said Paul Bremond, his heirs, &c., a lot of ground situate at the N. E. corner of Morris and Fair Mount streets, in the district of Spring Garden, and the county of Philadelphia, containing in breadth or front on the said Fairmount street 15 feet, and in length or depth 74 feet, (boundaries described;) yearly rent $37 50. Purchase money within seven years, $625.

42. Deed Book S. H. F., No. 17, page 170. Indenture made 1st January, 1835, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, of the city of Philadelphia, and their wives, of the one part, and Isaac Bedford, of the district of Spring Garden, justice of the peace, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, and sell, &c., unto the said Isaac Bedford, his heirs, &c., a lot of ground in the county of Philadelphia, and district of Spring Garden, 29 feet 11 inches front, by

60 feet 4 inches deep, (boundaries described;) yearly rent $250. Purchase money within seven years, $4166 66.

43. Deed Book A. M., No. 58, page 298. Indenture made 1st January, 1835, between T. Cadwalader, H. Nixon, H. J. Williams, and wives, all of the city of Philadelphia, on one part, and Hezekiah S. Miller, on the other part; witnesseth, one dollar, &c., do grant, bargain, sell, &c., to H. S. Miller, a lot situate on the N. E. side of Fairmount street, between Morris and Hunter street, front 15 feet on Fairmount street, depth 74 feet; ground rent $37 50. Purchase money within seven years, $625.

44. Deed Book A. M., No. 56, page 334. Know all men, that T. Cadwalader, H. Nixon, H. J. Williams, and their wives, all of the city of Philadelphia, in consideration of the sum of $500 33 in hand paid, receipt acknowledged, do bargain, sell, &c., unto Dennis Creedy, all the ground rent of $32 issuing and payable by George Johnson, &c., a lot situate on the N. E. side of the Upper Ferry road, between Fairmount and William street, being the same lot granted by indenture between T. Cadwalader, H. Nixon, &c., to George Johnson, dated 1st January, 1830, (*and intended to be recorded.*) Signed by the parties, receipted for by H. J. Williams, dated 9th February, 1835.

45. Deed Book A. M., No. 65, page 205. Know all men, that T. Cadwalader, H. Nixon, H. J. Williams, and their wives, all of the city of Philadelphia, for and in consideration of the sum of $3300 paid to them by Western Bank, receipt acknowledged, do grant, sell, &c., to the Western Bank the ground rent of $198, payable by James Scott, issuing out of a lot situate on the south side of Hamilton, 88 feet on Hamilton street front, running in depth southward 140 feet to Dennis street. Receipted for 12th May, 1835, by H. J. Williams.

46. Deed Book S. H. F., No 10, page 54. Indenture made 27th June, 1835, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Hezekiah S. Miller, manufacturer, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, sell, &c., unto the said Hezekiah S. Miller, his heirs, &c., a lot of ground situate in the district of Spring Garden, and county of Philadelphia, 15 feet on the west side of William street front, 74 feet deep, (boundaries described;) yearly rent $37 50. Purchase money within seven years, $625.

47. Deed Book S. H. F., No. 10, page 62. Indenture made 27th June, 1835, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the first part, and Hezekiah S. Miller, of the Northern Liberties, manufacturer, of the other part; witnesseth, that the said parties of the first, &c., do grant, bargain, and sell, &c., unto the said Hezekiah S. Miller, his heirs, &c., a lot of ground situate in the district of Spring Garden, county of Philadelphia, containing 15 feet front on

the west side of William street, 74 feet deep, (boundaries described;) yearly rent $37 50. Purchase money within seven years $625.

48. Deed Book S. H. F., No. 10, page 46. Indenture made 27th June, 1835, between Thomas Cadwalader, Henry Nixon, and Henry J. Williams, of the city of Philadelphia, and their wives, of the one part, and Hezekiah S. Miller, of the Northern Liberties, manufacturer, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, and sell, &c., unto the said Hezekiah S. Miller, his heirs, &c., a lot of ground situate in the district of Spring Garden, and county of Philadelphia, on the west side of William street, 15 feet front, 74 feet deep, (boundaries described;) yearly rent $37 50. Purchase money within seven years, $625.

49. Deed Book S. H. F., No. 10, page 42. Indenture made 27th June, 1835, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and wives, all of the city of Philadelphia, of the one part, and Hezekiah S. Miller, of the Northern Liberties, manufacturer, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, sell, &c., a lot of ground, situate in the district of Spring Garden, and county of Philadelphia, 15 feet front on West side of William street, and 74 feet deep, (boundaries described;) yearly rent $37 50. Purchase money within seven years, $625.

50. Deed Book S. H. F., No. 10, page 50. Indenture made 27th June, 1835, between Thomas Cadwalader, Henry Nixon, and Henry J. Williams, and their wives, of the one part, and Hezekiah S. Miller, of the Northern Liberties, manufacturer, of the other part; witnesseth, that the parties of the first part, for the consideration of one dollar, have bargained, sold, &c., and by these presents do grant, bargain and sell, &c., unto the said Hezekiah S. Miller, his heirs, &c., a lot situate in the District of Spring Garden and County of Philadelphia, on the west side of William street, running northwardly 15 feet, and westwardly 74 feet, (the boundaries described.) Yearly rent $37 50. Purchase money within seven years, $625.

51. Deed Book S. H. F., No. 10, page 58. Indenture made 27th June, 1835, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Hezekiah S. Miller, of the Northern Liberties, manufacturer, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, sell, &c., unto the said Hezekiah S. Miller, his heirs, &c., a lot of ground, situate in the District of Spring Garden and County of Philadelphia, 15 feet front on the west side of William street, 74 feet deep, (boundaries described.) Yearly rent $37 50. Purchase money within seven years, $625.

52. Deed Book S. H. F., No. 10, page 34. Indenture made 27th June, 1835, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of

the one part, and Hezekiah S. Miller, of the Northern Liberties, manufacturer, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, sell, &c., unto the said Hezekiah S. Miller, his heirs, &c., a lot of ground, situate in the District of Spring Garden and County of Philadelphia, 15 feet on the west side of William street front, 74 feet deep, (boundaries described.) Yearly rent $37 50. Purchase money within seven years, $625.

53. Deed Book A. M., No. 69, page 131. Indenture made 1st October, 1835, between T. Cadwalader, H. Nixon and H. J. Williams and wives, all of the city of Philadelphia, on one part, and Wm. Lloyd, on the other part; witnesseth—consideration $15,000, paid by Lloyd, receipt acknowledged, &c.—do grant, bargain, and sell, &c., a lot situate in District of Spring Garden and County aforesaid, on the east side of Pennsylvania Avenue, 321 feet, (boundaries described.) Receipted for H. J. Williams.

54. Deed Book A. M., No. 70, page 557. Indenture made 25 November, 1835, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, of the first part, and William H. Elsegood, cordwainer, of the second part; witnesseth, that the said parties of the first part do grant, bargain and sell, &c., to William H. Elsegood, his heirs, &c., a lot of ground, situate in the County of Philadelphia and District of Spring Garden, situate on the east side of Fairmount street, between Hunter and Morris streets, beginning at a point, distant north from the north side of Morris street 90 feet &c., (boundaries described.) Yearly rent $37 50. Purchase money $625, at any time within years.

55. Deed Book, S. H. F., No. 2, page 596. Indenture made on the 9th of April, 1836, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, of the city of Philadelphia, and their wives, of the one part, and William Lloyd, of the County of Philadelphia, merchant, of the other part; witnesseth, that the said parties of the first part, for and in consideration of the sum of $12,000, to them in hand paid by the said William Lloyd, at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, &c., and by these presents do grant, bargain, sell, &c., unto the said William Lloyd, his heirs, &c., a lot of ground, beginning at the S. W. corner of Morris street and Schuylkill Front street, in the District of Spring Garden and County of Philadelphia, thence extending westward along the south side of said Morris street 371 feet, to the Pennsylvania Rail Road, thence south-eastward along said Rail Road 480 feet to the west side of Schuylkill Front street, and thence southward along said Schuylkill Front street 291 feet to the place of beginning. The receipt for the above consideration signed by Thomas Cadwalader, Henry Nixon, and Henry J. Williams.

56. Deed Book A. M., No. 75, page 643. Know all men, &c., that Thomas Cadwalader, Henry Nixon, Henry J. Williams, and

their wives, grantors within named, for and in consideration of the sum of $5,750, to them in hand paid by Peter A. Browne, (to whom the estate in the premises within granted have, by sundry good conveyances, become vested,) the receipt whereof is hereby acknowledged, have granted, bargained, sold, &c., and by these presents do grant, bargain, sell, &c., unto the said Peter A. Browne, his heirs, &c., all that the within-mentioned and reserved yearly ground rent charge, or sum of $345, payable by the grantee within named, his heirs, &c., out of, and for all that certain lot of ground, situate in the District of Spring Garden, in the County of Philadelphia, beginning at the S. E. corner of John street and Francis lane or street, and being, as in the within written Indenture, more particularly described, (which lot of ground the grantors, by the within written Indenture, dated 30 April, 1828, granted unto the within named John Haviland in fee, reserving thereout the aforesaid yearly rent charge, or sum of $345, and which, by force of sundry mesne conveyances, has become vested in the said Peter A. Browne in fee, subject to the said rent charge.) Dated 12th May, 1836. Receipted 12th May, 1836, for $5750, being the full consideration money above mentioned. (Signed) Henry Nixon, Henry J. Williams, and Thomas Cadwalader.

57. Deed Book S. H. F., No. 10, page 38. Indenture made 27th June, 1836, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, of the one part, and Hezekiah S. Miller, Manufacturer, of the other part; witnesseth, that the said parties of the first part, for the consideration of one dollar, &c., do grant, bargain and sell, &c., unto the said Hezekiah S. Miller, his heirs, &c., a lot of ground, situate in the District of Spring Garden and County of Philadelphia, running northwardly on the west side of William street 15 feet, and extending westwardly 74 feet—boundaries described. Yearly rent $37 50. Purchase money within seven years, $625.

58. Deed Book S. H. F., No. 15, page 73. Indenture made 21st March, 1837, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, of the one part, and Thomas Curran, laborer, and his wife, of the other part; witnesseth, that the said party of the first part, for and in consideration of the sum of $675, do grant, bargain and sell, &c., unto the said Thomas Curran, and his wife, &c., a lot of ground, with the buildings thereon erected, situate in the District of Spring Garden and the County of Philadelphia, 14 feet 8 inches, by 44 feet—boundaries described. Receipted for Henry J. Williams, $675, March 21, 1837.

59. Deed Book S. H. F., No. 16, page 147. Indenture made 29th May, 1837, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and Robert W. Richardson, of the said County, manufacturer, of the other part; witnesseth, that the said parties of the first part, as well for and in consideration of the sum of one

dollar, as of a mortgage, bearing even date herewith, for $3,333 34, to them in hand paid by the said Robert W. Richardson, the receipt whereof is hereby acknowledged, do grant, bargain and sell, &c., unto the said Robert W. Richardson, his heirs, &c., a lot of ground in the District of Spring Garden, on the south side of Coates street, (formerly called Francis lane) situate, &c. 100 feet front on Coates street, 147 feet 5 inches deep, &c.—boundary described. Receipted by Henry J. Williams for $3,333 34.

60. Deed Book S. H. F., No. 15, page 698. Indenture made 5th September, 1837, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and John Murray, of the District of Spring Garden, in Penn Township, in the County of Philadelphia, store-keeper, of the other part; witnesseth, that the said Thomas Cadwalader, Henry Nixon, and Henry J. Williams, and their wives, for and in consideration of the sum of $600 to them in hand paid by the said John Murray, at the time of the execution hereof, the receipt whereof is hereby acknowledged, do grant, bargain, sell, &c., unto the said John Murray, his heirs, &c., a lot of ground (on which said John Murray hath erected a three story stone messuage or tenement,) situate at the south-west corner of Biddle and William streets, in the District of Spring Garden aforesaid, containing 18 feet front on the said William street, by 60 feet deep (boundaries described). The purchase money, $600; receipted for by Cadwalader, Nixon, and Williams.

61. Deed Book S. H. F., No. 27, page 587. Indenture made 28th November, 1838, between Thomas Cadwalader, Henry Nixon, Henry J. Williams, and their wives, all of the city of Philadelphia, of the one part, and James Stonehill, of the District of Spring Garden, plasterer, of the other part; witnesseth, that the said parties of the first part, &c., do grant, bargain, and sell, &c., unto the said James Stonehill, his heirs, &c., a lot of ground and a brick messuage or tenement thereon erected, situate at the distance of 51 feet from the S. W. corner of William and Biddle street, in the District of Spring Garden, and County of Philadelphia, 17 feet front on William street, 54 feet 8 inches deep (boundaries described). Yearly rent, $40. Purchase money within seven years, $600,67.

Appendix.

In the Circuit Court of the United States, in the Eastern District of Pennsylvania, in the Third Circuit.

THOMAS MORRIS
vs.
HENRY NIXON, et al. } No. 2.

Of October Sessions, 1836.—In Equity.

EVIDENCE PRODUCED BEFORE THOMAS I. WHARTON, ESQUIRE, ON BEHALF OF THE DEFENDANT.

No. 62.—I.—Deed. Thomas Morris, &c., to Henry Nixon, dated 28th May, 1822. Recorded in Deed Book J. H., No. 5, page 254, &c.

This indenture, made the twenty-eighth day of May, in the year of our Lord one thousand eight hundred and twenty-two, between Thomas Morris, of the city of New York, gentleman, and Sally, his wife, of the one part, and Henry Nixon, of the city of Philadelphia, merchant, of the other part. Whereas, by an indenture tripartite, dated the second day of January, in the year of our Lord one thousand eight hundred and twelve, made between Henry Drinker, William Waln, and Timothy Paxson, of the first part, the President, Directors and Company of the Bank of North America, of the second part, and Jonathan Williams and the said Thomas Morris, of the third part; the said parties of the first part, for and in consideration of the sum of one dollar to them in hand paid by the parties of the third part, and in consideration, also, of the sum of twenty thousand dollars, paid by the parties of the third part to the parties of the second part, and of the further sum of sixty thousand dollars, secured to them by bonds and mortgage on the thereby granted premises, to be paid at the times and in the manner in the said recited indenture specified, did, with the consent and approbation of the said parties of the second part, testified by being a party to the said indenture, grant, bargain, and sell, alien, enfeoff, release and confirm unto the said parties of the third part, all that the therein described messuage or tenement and westernmost part of Springetsbury farm, situate, bounded, and being as in and by the said recited indenture is particularly set forth, containing one hundred and forty-two acres and nine poles, be the same more or less, excepting thereout and therefrom, certain parts and portions distinguished by reference to a plan annexed to the said indenture, and the rights and privileges belonging to the said excepted parts, and excepting also, the asserted rights and privileges of the Delaware and Schuylkill Canal Company, in and to the bed and tow-path of the canal; under and subject to the payment of the aforesaid

sum of sixty-thousand dollars, with interest in manner and at the times therein and thereby set forth. To have and to hold to the said parties of the third part, their heirs and assigns, in equal moieties, as tenants in common, and not as joint tenants, as by reference to the said indenture (recorded in the office for recording of deeds, in and for the city and county of Philadelphia, the twenty-third day of June, anno Domini one thousand eight hundred and twelve, in deed book J. C., No. 19, page 224, &c.) will more fully and at large appear. And, whereas, since the date of the said indenture, divers parts and portions of the premises granted by the same, have been sold and conveyed to sundry persons, and other parts have been let on ground rent, so that the quantity remaining has been reduced to about seventy acres, be the same more or less. And, whereas, from the income of the said premises and the proceeds of such sales, there has been received by the said Thomas Morris and the said Jonathan Williams, or his representatives, a sum equal to the payment made by them of twenty thousand dollars at the date of the said indenture, so as to reimburse or nearly reimburse them therefor; and there has been paid to the said parties of the second part, in the said recited indenture, (out of the said income and proceeds, beyond the said twenty thousand dollars,) such sum or sums of money, from time to time, as to reduce the amount remaining due to about twenty-nine thousand dollars, which remains a charge upon the remaining premises, to be borne by the owners thereof, in proportion to their respective interests. And, whereas, at the time of the execution of the said recited indenture, the said Henry Nixon was, and has since continued to be and still is interested with the said Thomas Morris, in the said purchase, to the extent of three-sixteenth parts of the whole, or three-eighth parts of the moiety, conveyed to the said Thomas Morris, so as to be entitled to the benefits and subject to the obligations of the said purchase in that proportion, but the legal estate has remained, as to the said moiety, in the said Thomas Morris. And, whereas, the said Thomas Morris, with the knowledge and assent of the said Henry Nixon, did heretofore mortgage a part of the said moiety, for the sum of four thousand dollars, borrowed by him from Thomas Biddle and John Wharton, one half part of which mortgage, or thereabouts, remains unpaid and unsatisfied. And, whereas, in the agency and management of the affairs and concerns of the said purchase, there was allowed to the said Henry Nixon, on account of the moiety of the late Jonathan Williams, Esquire, a sum of one thousand dollars, which was paid to the said Thomas Morris, and there is due to the said Henry Nixon, from the said Thomas Morris, on account of the other moiety, the sum of six hundred and twenty-five dollars, being his proportion of the one thousand dollars justly chargeable to the said other moiety, so that the said Thomas Morris is on this account indebted to the said Henry Nixon, in the sum of one thousand six hundred and twenty-five dollars. And, whereas, the said Henry

Nixon, at the instance and for the accommodation of the said Thomas Morris, has endorsed two notes, amounting together to the sum of four thousand six hundred dollars, which have been discounted in the Bank of North America. Now, this indenture witnesseth, that the said Thomas Morris, and Sally, his wife, as well for, and in consideration of the said Henry Nixon having assumed upon himself to pay the said two notes, discounted as aforesaid in the Bank of North America, and thereof to acquit and exonerate the said Thomas Morris, and of his having acquitted and discharged the said Thomas Morris, of and from all claim and demand, for and on account of the said debt of one thousand six hundred and twenty-five dollars, and interest due and owing as aforesaid; all of which is testified by these presents, as for and in consideration of the sum of one dollar to them in hand well and truly paid, at or before the sealing and delivering of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Henry Nixon, his heirs and assigns, all the said Thomas Morris' one equal, undivided moiety, of and in all and singular the lands, tenements and premises, in and by the herein-before recited indenture tripartite, granted and conveyed to the said Thomas Morris, and the said Jonathan Williams, as tenants in common, and in and to all rents reserved out of any part thereof, excepting only such parts and portions thereof as have been heretofore sold, granted and conveyed; that is to say, all and singular the right, title, interest and estate, which he, the said Thomas Morris, now has, or is entitled to have, in the said premises, or any part thereof, and in and to all rents that have been reserved out of the said premises that have been granted, together with all and singular the buildings, improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof. To have and to hold, all and singular the premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Henry Nixon, his heirs and assigns, to and for the only proper use and behoof of the said Henry Nixon, his heirs and assigns forever, under and subject nevertheless to a moiety of the balance of the said mortgage, to the President, Directors and Company of the Bank of North America, and as to a part thereof to the aforesaid mortgage debt of four thousand dollars, due and owing to the said Thomas Biddle and John Wharton, and the interest accrued thereon, or such part thereof as has not been paid and satisfied. And the said Thomas Morris, and his heirs, all and singular the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Henry Nixon, his heirs and assigns, subject as aforesaid, against him, the said Thomas Morris, and his heirs, and against

all and every person and persons, whomsoever lawfully claiming, or to claim by, from, or under him, them, or any of them, shall and will warrant and forever defend by these presents. In witness whereof, the said parties have interchangeably set their hands and seals hereunto.

Dated the day and year first above written.

THOMAS MORRIS, [L. S.]
SALLY MORRIS. [L. S.]

Sealed and delivered in the presence of us:
HENRY MORRIS,
A. D. CASH.

CITY OF NEW YORK, *ss.*

Be it remembered, that on this twenty-eighth day of May, A. D. 1822, before me, Stephen Allen, Esquire, Mayor of the city of New York, in the State of New York, came the above named Thomas Morris, and Sally, his wife, and acknowledged the above written indenture to be their, and each of their, act and deed, and desired the same may be recorded as such. The said Sally being of full age, and by me privately examined, apart from her husband, declared she executed the said indenture voluntarily, and of her own free will and accord, without any compulsion or coercion of her said husband, or any undue influence whatever, and the full contents thereof by me first made known to her.

In testimony whereof, I, the said Mayor, have hereunto set [L. S.] my hand, and caused the seal of the mayoralty of the said city to be affixed. Done at the city of New York, the day and year aforesaid.

STEPHEN ALLEN.

63.—MR. HENRY MORRIS, *New York.*
Favour Mr. Cash.

64.—IV.—Letter of Attorney—Thomas Morris, Esq., and others, to Thomas Biddle and Henry Nixon.

To whom these presents shall come, Thomas Morris, of New York, Esquire, and Sally, his wife, and Thomas Cadwalader, Esquire, and Mary, his wife, and Henry J. Williams, gentleman, of the city of Philadelphia, send greeting:—Know ye, that the said Thomas Morris, and Sally, his wife, Thomas Cadwalader and Mary, his wife, and Henry J. Williams, have nominated, constituted, authorised and appointed, and by these presents do nominate, constitute, authorise and appoint Thomas Biddle and Henry Nixon, of the city of Philadelphia, their true and lawful attornies, jointly and severally for them, the said Thomas Morris, Thomas Cadwalader and Henry J. Williams, and in their names to enter into and take possession of all and singular the lots or pieces of ground, situate

in Penn Township, in the county of Philadelphia, which Henry Drinker, William Waln and Timothy Paxson, with the consent and approbation of the President, Directors and Company of the Bank of North America, granted and conveyed unto the said Thomas Morris and Jonathan Williams, save such parts thereof as have since been sold and conveyed; and to grant, bargain and sell to any person or persons willing to purchase the same, all, or any part of the said premises, for such price or prices as can reasonably be procured for the same, and upon such bargain and sale for them, the said Thomas Morris and Sally, his wife, Thomas Cadwalader, and Mary, his wife, and Henry J. Williams, to make, execute, sign, seal, deliver and acknowledge all such acts, deeds and devices in the law as shall be necessary and sufficient to vest in the purchaser or purchasers, his, her, or their heirs and assigns forever, an absolute estate of inheritance in fee simple, of and in the bargained premises, or any other lesser estate, and to receive the consideration monies for the same, or security therefor, and upon receipt thereof, full and sufficient acquittances, releases and discharges for them, and in their names to make and deliver. And also, for them, the said constituents, to let upon ground rent, all, or any part or parts of the aforesaid premises, at and for the best yearly rent that can be reasonably obtained, and by good and sufficient deeds, to grant and convey the same unto the purchaser or purchasers thereof, his, her or their heirs and assigns forever, the yearly ground rents to be reserved, to be made payable, one moiety thereof to the said Thomas Morris, his heirs and assigns, and the remaining moiety thereof, to them, the said Thomas Cadwalader and Henry J. Williams, their heirs and assigns, free of any deduction for taxes, &c., so that every ground rent deed be executed by the grantees, and contain the usual clauses of entry and distress for non-payment of the yearly rent, and of re-entry for want of sufficient distress, with covenants for payment of the rent and taxes, and with or without power to extinguish the yearly rent, and by all lawful ways and means to levy, collect and receive all such yearly ground rents, and generally, for them, the said Thomas Morris, and Sally, his wife, Thomas Cadwalader, and Mary, his wife, and Henry J. Williams, and in their names to do and transact all other matters and things whatsoever, which shall be necessarily incident to the premises, as fully and effectually as they could in person do and transact the same; and in the mean time, until such sale can be effected for them, the said constituents, to demise, grant and to farm let the same or any part thereof, to any person, or persons, for any term of years, or at will, and upon such rents, reservations and conditions as to them, the said Thomas Biddle and Henry Nixon, shall seem meet, and to receive the rents, issues and profits thereof, and to make entries and distresses for the non-payment of such rents and reservations, and non-performances of such terms and conditions, as fully as they, the said constituents, could do if personally present; giv-

ing, and hereby granting, unto the said Thomas Biddle and Henry Nixon, their whole and full power and authority in the premises, and promising to ratify and hold for firm and valid all and whatsoever their said attornies, or either of them, shall or may lawfully do in the premises by virtue hereof. In witness whereof, the said Thomas Morris, and Sally, his wife, Thomas Cadwalader, and Mary, his wife, and Henry J. Williams, have hereunto set their hands and seals, the first day of April, in the year of our Lord one thousand eight hundred and sixteen.

Sealed and delivered in the presence of us, by Henry J. Williams. } THOMAS MORRIS, [L. S.]

Sealed and delivered in the presence of us, by Thomas Morris and Sally Morris, in presence of JACOB RADCLIFF. } SALLY MORRIS, [L. S.]

Sealed and delivered in the presence of us, by Thomas Cadwalader, and Mary, his wife. } THOS. CADWALADER, [L. S.] MARY CADWALADER, [L. S.]
R. B. CHAPMAN,
MAT. LAWLER.

Sealed and delivered in the presence of us, by Henry J. Williams. } HENRY J. WILLIAMS. [L. S.]
CLEMENT C. BIDDLE,
JOHN G. MAULE.

The seventh day of January, A. D. 1817, before me came the above named Thomas Cadwalader, and Mary, his wife, and Henry J. Williams, and in due form law acknowledged the above written Letter of Attorney to be their, and each of their, act and deed, and desired the same may be recorded as such. She, the said Mary, being of full age, and separate and apart from her said husband, by me thereon examined, did declare and say, that she did voluntarily, of her own free will and accord, sign, seal, and as her act and deed deliver the above written Letter of Attorney without any coercion or compulsion of her said husband, the contents thereof being first by me made known to her. Witness my hand and seal, the day and year aforesaid.

The said Henry J. Williams acknowledged the above in May, 1816, before me.

MAT. LAWLER, [L. S.]
Alderman.

CITY OF NEW YORK, *ss.*

Before me, Jacob Radcliff, Esquire, Mayor of the city of New York, came the above named Thomas Morris, and Sally, his wife, and in due form of law acknowledged the above written Letter of Attorney to be their and each of their act and deed, and desired the same may be recorded as such. She, the said Sally, being of full age, and separate and apart from her said husband, by me thereon examined, did declare and say, that she did voluntarily, of her own free will and accord, sign, seal, and as her act and deed, deliver the above Letter of Attorney without any threats, coercion or compulsion of her said husband, the contents thereof being first by me made known to her.

In testimony whereof, I, the said Mayor, have hereunto set my hand and caused the seal of the mayoralty of the [L. S.] said city to be hereto affixed, the first day of April, in the year of our Lord one thousand eight hundred and sixteen.

JACOB RADCLIFF.

Recorded in the office for recording of deeds, &c., for the city and county of Philadelphia, in Letter of Attorney Book M. R., No. 1, page 98, &c.

[L. S.] Witness my hand and seal of office, the 9th April, 1816.

MATT. RANDALL, *Recorder.*

65.—V.—Declaration of Trust—Thos. Morris to H. Morris and D. Walker.

This agreement, made and entered into this twenty-fifth day of May, 1820, by, and between Thomas Morris, of the city of New York, of the one part, and David Walker, of the city of Philadelphia, and Henry Morris, of Paterson, in New Jersey, of the other part, witnesseth—

Whereas, some time in the year 1812, Jonathan Williams, of the city of Philadelphia, and the above named Thomas Morris, did purchase of the Bank of North America a tract of land in Penn Township, containing eighty acres and upwards, for the sum of eighty thousand dollars; the said tract of land being, in part, bounded on the river Schuylkill, and situate between that river and the city of Philadelphia, and which said tract is commonly known by the name of Morrisville or Fairmount; and whereas, by the terms of the said purchase, the same was to be held, and was actually conveyed to the said Jonathan Williams and Thomas Morris, as joint tenants, each to own an equal, undivided moiety of the same; and whereas, it was intended by the said Thomas Morris, after the said purchase was completed, that his sister, Maria Nixon, should be

entitled to receive the one-quarter part of all the benefits and advantages which might arise from a resale of the said property or parts thereof, beyond the original cost, with interest thereon, and such expenditures as might be made on the property, with a view to benefit the same, and interest on such expenditures; and whereas, various sales have at sundry times been made of different parts of the said property, at rates far exceeding the price given for the same, and there is now a speedy prospect of the whole amount of the purchase money, with the interest thereon, and the expense of improvement, and interest thereon, being repaid out of the sales of a small portion of the original purchase, in consequence of which the said Maria Nixon will become entitled to have and receive the one quarter part of the portion that may be left to the said Thomas Morris, after the completing the above mentioned payments. Now, therefore, in order to secure to the said Maria Nixon, or in the event of her death, to her children, the benefits above enumerated, the said Thomas Morris does hereby covenant and agree, for himself, his heirs, executors and administrators, to and with David Walker, of the city of Philadelphia, and Henry Morris, of Paterson, and with the survivor of them, that at any time after the payment of all the debts due for the original purchase and subsequent improvement of the above estate, with interest thereon, shall be paid for and discharged, either from sales of a part of the property, or advantages belonging to the same, or by payments made by the said David Walker, or Henry Morris; that the said Thomas Morris will convey to them, the said David Walker and Henry Morris, or to the survivor of them, in trust, for the sole and exclusive benefit of the said Maria Nixon, the one-quarter part of the property that may remain after the above payment, and of all and every advantage appertaining to the same; and it is hereby expressly admitted by the said Thomas Morris, that in settling and paying the said purchase money and expenses, the said Maria Nixon is to be credited with the one-quarter part of all the monies received, or that have arisen, or may hereafter arise, or be received from sales of the said property, that is to say, the one-quarter part of the said Thomas Morris's portion.

THOMAS MORRIS, [L. S.]

Sealed and delivered in the presence of
JOHN HOCKLEY.

PHILADELPHIA, *ss.*

Before me, the subscriber, an alderman of the City of Philadelphia, personally appeared John Hockley, a subscribing witness to to the foregoing deed, who, being duly affirmed, did declare and say, that he was present, and did see Thomas Morris, the party subscribing the said deed, sign, seal and deliver the same, as and

for his act and deed; and that the name of John Hockley, thereto set as a witness, is the proper handwriting of the deponent.

Witness my hand and seal, this twenty-sixth day of February, A. D. 1829.

WILLIAM MILNOR, *Ald'r.* [L. S.]

66. Three bonds and warrants with all the indorsements, according to their respective dates.

Endorsements—No. 1. Bond and warrant; Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America, dated 2d January, 1812.

$40,000, conditioned for the payment of $20,000 on the 25th of March, 1814, with lawful interest from the 25th March, 1812, yearly.

Judgment not to be issued before default, for the space of six months, in payment of principal and interest, or any part thereof; due 25th March, 1814.

The principal and interest of this bond satisfied.

Bond.

Know all men by these presents, that we, Jonathan Williams, of Mount Pleasant, Philadelphia County, and Thomas Morris, of the City of New York, are held and firmly bound unto the President, Directors and Company of the Bank of North America, in the sum of forty thousand dollars, lawful silver money of the United States, to be paid to the said President, Directors and Company of the Bank of North America, their certain attorney or assigns. To which payment, well and truly to be made, we do bind ourselves, and each of us, for and in the whole, our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals—dated the second day of January, in the year of our Lord one thousand eight hundred and twelve.

The condition of this obligation is such, that if the above-bounden Jonathan Williams and Thomas Morris, or either of them, their, or either of their heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above-named President, Directors and Company of the Bank of North-America, their certain attorney or assigns, the just sum of twenty thousand dollars, lawful silver money, aforesaid, on the twenty-fifth day of March, one thousand eight hundred and fourteen, together with lawful interest for the same, from the twenty-fifth day of March, one thousand eight hundred and twelve, without any fraud or further delay, then the above obligation to be void, or else to be and remain in full force and virtue.

JONA. WILLIAMS, [L. S.]
THOMAS MORRIS. [L. S.]

Sealed and delivered in the presence of
THOMAS BIDDLE,
JOHN SERGEANT.

Warrant of Attorney.

To John Sergeant, Esquire, Attorney of the Court of Common Pleas, at Philadelphia, in the County of Philadelphia, in Pennsylvania, or to any other attorney of the said court, or any other court elsewhere.

Whereas, we, Jonathan Williams, of Mount Pleasant, Philadelphia county, and Thomas Morris, of the city of New York, by a certain obligation bearing even date herewith, do stand bound unto the President, Directors and Company of the Bank of North America, in the sum of forty thousand dollars, lawful silver money of the United States, conditioned for the payment of twenty thousand dollars, lawful silver money aforesaid, with interest for the same, these are to desire and authorise you, or any of you, to appear for us, or either of us, our, or either of our heirs, executors or administrators, in the said court or elsewhere, in an action of debt there or elsewhere brought, or to be brought against us, and each or either of us, our, and each or either of our heirs, executors or administrators, at the suit of the said the President, Directors and Company of the Bank of North America, their successors or assigns, on the said obligation, as of any term or time past, present, or any other subsequent term or time, there or elsewhere to be held, and confess judgment thereupon against us or either of us, one or either of our heirs, executors or administrators, for the sum of forty thousand dollars, lawful silver money aforesaid, debt, besides costs of suit, by non sum informatus, nihil dicit, or otherwise, as to you shall seem meet: and for you or any of your so doing, this shall be your sufficient warrant. And we do hereby, for ourselves, our several and respective heirs, executors and administrators, remise, release, and forever quit claim unto the said the President, Directors and Company of the Bank of North America, their certain attorney and assigns, all and all manner of error and errors, misprisions, misentries, defects and imperfections whatever in the entering of the said judgment, or any process or proceeding thereon, or thereto, or any wise touching or concerning the same.

In witness whereof, we have hereunto set our hands and seals the second day of January, in the year of our Lord one thousand eight hundred and twelve; provided always, and it is hereby agreed, that judgment shall not be entered by virtue of the above warrant of attorney, until default shall be made for the space of six months in payment of the aforesaid debt, principal and interest, or any part thereof.

JONA. WILLIAMS, [L. S.]
THOMAS MORRIS. [L. S.]

Sealed and delivered in the presence of
THOMAS BIDDLE,
JOHN SERGEANT.

Receipts endorsed.

Received in part of the within bond, sixteen thousand six hundred and sixty-six dollars and sixty-six cents, in the obligation of the Mayor, Aldermen and Citizens of Philadelphia, to the President, Directors and Company of the Bank of North America: dated 24th June, 1812, payable on or before the 12th June, 1815, with lawful interest from the 12th June, 1812.

H. DRINKER, *Cashier.*

Interest to June 12, 1812, $259 73
March 25, 1813, $156 71
$416 44

Received 2d September, 1813, by payment from Thomas Biddle, for interest on $20,000, from 25th March, to 12th June, 1812, 79 days, two hundred and fifty-nine dollars and seventy-three cents: and for interest on $3,333 34, from 12th June, 1812, to 25th March, 1813, 286 days, one hundred and fifty-six dollars and seventy-one cents.

$3,333 24 bearing interest from 25th March, 1813.

H. DRINKER,
Cashier.

Received the balance of thirty-three hundred and thirty-three dollars and thirty-four cents, and the interest to 25th March, 1814.

H. DRINKER, *Cashier.*

Bond	$20,000	
	16,666 66	by Bond of Mayor, Aldermen, &c., 12th June, 1812.
	$3,333 34	
	3,333 34	by payment 2d September, 1813.
Interest	416 44	to 25th March, 1813.
	416 44	paid 2d September, 1813.

Principal and interest; this obligation discharged as above.

Bank of North America, 18*th June*, 1828.

The principal and interest of the within bond—Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America—is paid and satisfied,

H. HOLLINGSWORTH,
Agent.

Endorsement.—No. 2.—Bond and Warrant—Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America.

January 2*d*, 1812.

$40,000, conditioned for the payment of $20,000 on the 25th March, 1815, with lawful interest from 25th March, 1812, yearly.

Judgment not to be entered before a default of six months in paying principal and interest, or any part thereof.

$20,000 due 25th March, 1815.

Principal and interest paid and satisfied.

67.—Bond.

Know all men by these presents, that we, Jonathan Williams, of Mount Pleasant, Philadelphia County, and Thomas Morris, of the City of New York, Esquires, are held and firmly bound unto the President, Directors and Company of the Bank of North America, in the sum of forty thousand dollars, lawful silver money of the United States, to be paid to the said President, Directors and Company of the Bank of North America, their certain attorney or assigns. To which payment, well and truly to be made, we do bind ourselves, and each of us, for and in the whole, our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals—dated second day of January, in the year of our Lord one thousand eight hundred and twelve.

The condition of this obligation is such, that if the above-bounden Jonathan Williams and Thomas Morris, or either of them, their, or either of their heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above-named President, Directors and Company of the Bank of North America, their certain attorney or assigns, the just sum of twenty thousand dollars, lawful silver money aforesaid, on the twenty-fifth day of March, one thousand eight hundred and fifteen, together with lawful interest for the same, to be reckoned from the twenty-fifth day of March, one thousand eight hundred and twelve, and to be paid yearly without any fraud or further delay, then the above obligation to be void, or else to be and remain in full force and virtue.

JONA. WILLIAMS, [L. S.]
THOMAS MORRIS. [L. S.]

Sealed and delivered in the presence of
THOMAS BIDDLE,
JOHN SERGEANT.

Warrant of Attorney.

To John Sergeant, Esquire, attorney of the Court of Common Pleas, at Philadelphia, in the County of Philadelphia, in Pennsylvania, or to any other attorney of the said court, or any other court elsewhere.

Whereas, we, Jonathan Williams, of Mount Pleasant, Philadelphia County, and Thomas Morris, of the City of New York, Esquires, by a certain obligation bearing date herewith, do stand bound unto the President, Directors and Company of the Bank of North America in the sum of forty thousand dollars, lawful silver money of the United States, conditioned for the payment of twenty thousand dollars, lawful silver money aforesaid, with interest for the same; these are to desire and authorise you, or any of you, to appear for us, or either of us, our, or either of our heirs, executors or administrators, in the said court or elsewhere, in an action of debt there or elsewhere brought, or to be brought against us, and each or either of us, our and each or either of our heirs, executors or administrators, at the suit of the said the President, Directors and Company of the Bank of North America, their successors or assigns, on the said obligation as of any term or time past, present, or any other subsequent term or time, there or elsewhere to be held, and confess judgment thereupon against us, or either of us, one or either of our heirs, executors or administrators, for the sum of forty thousand dollars, lawful silver money aforesaid, debt, besides costs of suit, by non sum informatus, nihil dicit, or otherwise, as to you shall seem meet: and for you, or any of your so doing, this shall be your sufficient warrant. And we do hereby, for ourselves, our several and respective heirs, executors and administrators, remise, release, and for ever quit claim unto the said the President, Directors and Company of the Bank of North America, their certain attorney and assigns, all and all manner of error and errors, misprisions, misentries, defects and imperfections whatever, in the entering of the said judgment, or any process or proceeding thereon, or thereto, or any wise touching or concerning the same.

In witness whereof, we have hereunto set our hands and seals the second day of January, in the year of our Lord one thousand eight huudred and twelve; provided always, and it is hereby agreed, that judgment shall not be entered by virtue of the above warrant of attorney, until default shall be made for the space of six months in payment of the aforesaid debt, principal and interest, or any part thereof.

JONA. WILLIAMS, [L. S.]
THOMAS MORRIS. [L. S.]

Sealed and delivered in the presence of
THOMAS BIDDLE,
JOHN SERGEANT.

Receipts endorsed.

$1,200 Received September 2d, 1813, by payment from Thomas Biddle, twelve hundred dollars, for interest to the 25th March, 1813.

H. DRINKER, Cashier.

$1,200 Received payment for one year's interest, to 25th March, 1814.

$1,200 Received payment for one year's interest, to 25th March, 1815.

$1,200 Received by payment, from T. Biddle, one year's interest, to 25th March, 1816.

H. DRINKER, Cashier.

$1,200 Received from T. Biddle, one year's interest, to the 25th March, 1817.

H. DRINKER, Cashier.

$1,200 Received twelve hundred dollars for interest, to the 25th March, 1818, viz:—$1,050 on the 27th March aforesaid, and $150 on the 21st May following.

H. DRINKER, Cashier.

$1,200 Received as of the 25th March, 1819, in City Certificates of 6 per cent., twelve hundred dollars, for one year's interest on this bond.

H. DRINKER, Cashier.

May 8th, 1819.

Bank of North America, 18*th June*, 1828.

The principal and interest of the within bond—Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America—is paid and satisfied.

H. HOLLINGSWORTH, Cas.

Endorsement.—No. 3.—Bond and Warrant—Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America.

January 2*d*, 1812.

$40,000, conditioned for the payment of $20,000 on the 25th March, 1816, with lawful interest from 25th March, 1812, yearly.

Judgment not to be entered before a default of six months in paying principal and interest, or any part thereof.

Due 25th March, 1816. Remain 25th March, 1819, $9,202 78. The principal and interest of this bond is paid and satisfied.

68.—Bond.

Know all men by these presents, that we, Jonathan Williams, of Mount Pleasant, Philadelphia County, and Thomas Morris, of the City of New York, Esquires, are held and firmly bound unto the President, Directors and Company of the Bank of North America, in the sum of forty thousand dollars, lawful silver money of the United States, to be paid to the said President, Directors and Company of the Bank of North America, their certain attorney or assigns. To which payment, well and truly to be made, we do bind ourselves, and each of us, for and in the whole, our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals—dated the second day of January, in the year of our Lord one thousand eight hundred and twelve.

The condition of this obligation is such, that if the above-bounden Jonathan Williams and Thomas Morris, or either of them, their, or either of their heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named President, Directors and Company of the Bank of North America, their certain attorney or assigns, the just sum of twenty thousand dollars, lawful silver money aforesaid, on the twenty-fifth day of March, one thousand eight hundred and sixteen, together with lawful interest for the same to be reckoned from the twenty-fifth day of March, one thousand eight hundred and twelve, to be paid yearly without any fraud or further delay, then the above obligation to be void, or else to be and remain in full force and virtue.

JONA. WILLIAMS, [L. S.]
THOMAS MORRIS. [L. S.]

Sealed and delivered in the presence of
JOHN SERGEANT,
THOMAS BIDDLE.

Warrant of Attorney.

To John Sergeant, Esquire, attorney of the Court of Common Pleas, at Philadelphia, in the County of Philadelphia, in Pennsylvania, or to any other attorney of the said court, or any other court elsewhere.

Whereas, we, Jonathan Williams, of Mount Pleasant, Philadelphia County, and Thomas Morris, of the City of New York, by a certain obligation bearing even date herewith, do stand bound unto the President, Directors and Company of the Bank of North America in the sum of forty thousand dollars, lawful silver money of the United States, conditioned for the payment of twenty thousand dol-

lars, lawful silver money, aforesaid, with interest for the same; these are to desire and authorise you, or any of you, to appear for us, or either of us, our, or either of our heirs, executors or administrators, in the said court or elsewhere, in an action of debt there or elsewhere brought, or to be brought against us, and each or either of us, our and each or either of our heirs, executors or administrators, at the suit of the said the President, Directors and Company of the Bank of North America, their successors or assigns, on the said obligation, as of any term or time past, present, or any other subsequent term or time there or elsewhere to be held, and confess judgment thereupon against us, or either of us, one, or either of our heirs, executors or administrators, for the sum of forty thousand dollars, lawful silver money aforesaid, debt, besides costs of suit, by non sum informatus, nihil dicit, or otherwise, as to you shall seem meet: and for your or any of your so doing, this shall be your sufficient warrant. And we do hereby, for ourselves, our several and respective heirs, executors and administrators, remise, release, and forever quit claim unto the said the President, Directors and Company of the Bank of North America, their certain attorney and assigns, all and all manner of error and errors, misprisions, misentries, defects and imperfections whatever in the entering of the said judgment, or any process or proceedings thereon or thereto, or any wise touching or concerning the same. In witness whereof, we have hereunto set our hands and seals, the second day of January, in the year of our Lord one thousand eight hundred and twelve; provided always, and it is hereby agreed that judgment shall not be entered by virtue of the above warrant of attorney, until default shall be made for the space of six months, in payment of the aforesaid debt, principal or interest, or any part thereof.

JONA. WILLIAMS, [L. S.]
THOMAS MORRIS. [L. S.]

Sealed and delivered in the presence of
JOHN SERGEANT,
THOMAS BIDDLE.

Receipts endorsed.

Received, September 2d, 1813, by payment from Tho-
$1,200 mas Biddle, twelve hundred dollars for interest, due 25th March, 1813.

H. DRINKER, Cashier.

$ 200 Received payment for one year's interest, to 25th March, 1814.

$1,200 Received payment for one year's interest, to 25th March, 1815.

$1,200 Received payment from T. Biddle, for one year's interest, to 25th March, 1816.

H. DRINKER, Cashier.

$1,200 Received pr. T. Biddle, for one year's interest, to 25th March, 1817.

H. DRINKER, Cashier.

$1,200 Received 27th March, 1818, two thousand one hundred dollars, and on the 21st May, 1818, three hundred dollars, being together, two thousand and four hundred dollars interest, to 25th March, 1818, on this bond; and on bond number two, for $20,000, due and payable on the 25th March, 1815, the half interest $1,200 for this bond, and half interest for the bond number two.

H. DRINKER, Cashier.

$1,200 Received as of the 25th March, 1819, in City Certificate of 6 per cent., twelve hundred dollars, for one year's interest on this bond.

H. DRINKER, Cashier.

May 8, 1819.

Received as of the 25th March, 1819, in City Certificates of 6 per cent. (part of $16,666 67) ten thousand five hundred and sixty-six dollars and sixty-seven cents.	$10,566 67
And for interest on $16,666 67, from 1st January, to the 25th March, 1819, two hundred and thirty dollars and fifty-five cents.	230 55
Making ten thousand seven hundred and ninety-seven dollars and twenty-two cents.	10,797 22
On Account of the principal, leaving a balance of principal monies, due 25th March, 1819, of carrying interest from 25th March aforesaid.	$9,202 78

Bank of North America, 18*th June*, 1828.

The principal and interest of the within bond—Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America—is paid and satisfied.

H. HOLLINGSWORTH, Cas.

69.—III.—Mortgage.

Endorsed.

Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America.

Jan'y 2, 1812.

To secure payment of three bonds for $20,000 each—$60,000—and the interest annually, from 25th March, 1812.

Satisfaction entered, June 20, 1828.

PR. GEO. W. RITER, R.
JOS. B. NORBURY.

Recorded 23d June, 1812.—Mortgage Book J. C., No. 9, page 35, &c.

This indenture, made the second day of January, in the year of our Lord one thousand eight hundred and twelve, between Jonathan Williams, of Mount Pleasant, Philadelphia county, and Thomas Morris, of the city of New York, Esquires, of the one part, and the President, Directors and Company of the Bank of North America, of the other part. Whereas, the said Jonathan Williams and Thomas Morris, in and by three certain obligations, or writings obligatory under their hands and seals, duly executed, bearing even date herewith, stand jointly and severally bound unto the said President, Directors and Company of the Bank of North America, in and by one of the said bonds, in the sum of forty thousand dollars, lawful silver money of the United States, conditioned for the payment of twenty thousand dollars, lawful silver money aforesaid, on the twenty-fifth day of March, one thousand eight hundred and fourteen, together with lawful interest for the same, from the twenty-fifth day of March, one thousand eight hundred and twelve, and in and by another of the said bonds, in the sum of forty thousand dollars, lawful silver money aforesaid, conditioned for the payment of twenty thousand dollars, lawful silver money aforesaid, on the twenty-fifth day of March, one thousand eight hundred and fifteen, together with lawful interest for the same, to be reckoned from the twenty-fifth day of March, one thousand eight hundred and twelve, and to be paid annually, and in and by the other of the said bonds, in the sum of forty thousand dollars, lawful silver money aforesaid, conditioned for the payment of the sum of twenty thousand dollars, lawful silver money aforesaid, on the twenty-fifth day of March, one thousand eight hundred and sixteen, together with lawful interest for the same, to be reckoned from the twenty-fifth day of March, one thousand eight hundred and twelve, and to be paid yearly without any fraud or further delay, as in and by the said three recited obligations and the conditions thereof, relation being thereunto had, may more fully and at large appear. Now, this indenture witnesseth, that the said Jonathan Williams and Thomas Morris, as well for and in consideration of the aforesaid debt or three several principal sums, amounting together to sixty thousand dollars, lawful silver money of the United States, and for the better securing the payment of the same with interest unto the President, Directors and Company of the Bank of North America,

their successors and assigns, in discharge of the said three recited obligations; as for and in consideration of the further sum of one dollar unto them in hand well and truly paid by the President, Directors and Company of the Bank of North America, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the President, Directors and Company of the Bank of North America, their successors and assigns, all that messuage or tenement and westernmost part of Springetsbury, situate formerly in the Northern Liberties, now in Penn Township, in the county of Philadelphia, being composed of three lots severally marked in the plan of division of the manor of Springetsbury, I, T, P, No. 559, bounded and described as followeth, to wit: Beginning at the north side of Vine street, by the low-water mark of the river Schuylkill, and extending thence eastward by the north side of Vine street to a station point opposite the middle of Second street from Schuylkill, in the city of Philadelphia; thence by a line parallel to the side of Schuylkill Second street aforesaid, north, eleven degrees thirty minutes east, one hundred and seventy poles, to a post in a lane laid out by Tench Francis, Esquire, leading between Springetsbury and the tract of land commonly called the Vineyard, from the Wissahiccon road to a landing on the river Schuylkill; thence by the southerly side of the said lane, north, eighty-six degrees and a half, west, one hundred and ninety-four poles and three-tenths, to the low-water mark of the said river Schuylkill; thence by the several courses thereof, bending therewith to the place of beginning, containing within these bounds one hundred and forty-two acres and nine poles, be the same more or less, excepting such parts thereof, with the privileges to the same as where granted by John Nixon, Josiah Hewes and William T. Smith, and by Henry Drinker, William Waln and Timothy Paxson respectively, to any person or persons whatsoever; and which parts so granted and hereby excepted, are distinguished in yellow colors in the draft of the aforesaid tract of land annexed to the hereinafter recited indenture, being the squares No. 1, 2, 3, 6, 14 and 18, and lot No. 29, the triangle No. 30, and part of square No. 5, marked D, and part of square No. 8, marked A, and the lot No. 27, and a small piece of ground lying along the Schuylkill, west of square No. 1; and also excepting the right, if any, of the Delaware and Schuylkill Canal Navigation Company to the part of the same broken up for the bed and towing-path of an intended canal; [it being the same premises which the said Henry Drinker, William Waln and Timothy Paxson, with the consent and approbation of the President, Directors and Company of the Bank of North America, testified by their becoming a party, and executing the same by indenture, bearing even date herewith, and executed immediately before these presents, granted and conveyed unto the

said Jonathan Williams and Thomas Morris, in fee simple, by moieties, as tenants in common, and not as joint tenants, subject to the payment of the monies, principal and interest hereby secured,] together with the free and common use and privilege of a thirty feet wide road, across the aforesaid lot No. 27, and together with all and singular the ways, waters, water-courses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof. To have and to hold the said messuage or tenement and tract of land, hereditaments and premises hereby granted, or mentioned, so to be except as before excepted, with the appurtenances, unto the said President, Directors and Company of the Bank of North America, their successors and assigns, to the only proper use and behoof of the President, Directors and Company of the Bank of North America, their successors and assigns for ever. Provided always, nevertheless, that if the said Jonathan Williams and Thomas Morris, or either of them, their or either of their heirs, executors, administrators or assigns, do, and shall well and truly pay, or cause to be paid unto the President, Directors and Company of the Bank of North America, their successors or assigns, the aforesaid debt or sum of sixty thousand dollars, lawful silver money aforesaid, on the days and times herein before mentioned and appointed for payment of the same, together with lawful interest as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of any thing, for or in respect of any taxes, charges, or assessments whatsoever; that then, and from thenceforth, as well this present indenture, and the estate hereby granted, as the said three recited obligations, shall cease, determine and become void, any thing herein before contained to the contrary thereof in anywise notwithstanding. In witness whereof, the said parties to these presents have interchangeably set their hands and seals hereunto. Dated the day and year first above written.

JONA. WILLIAMS, [L. S.]
THOMAS MORRIS. [L. S.]

Sealed and delivered in the presence of us:
THOMAS BIDDLE,
JOHN SERGEANT.

The second day of January, anno Domini 1812, before me, the subscriber, one of the aldermen for the city of Philadelphia, came the above named Jonathan Williams and Thomas Morris, and in due form of law acknowledged the above indenture to be their, and each of their act and deed, and desired the same may be recorded as such.

Witness my hand and seal the day and year aforesaid.

ANDREW PETTIT, [L. S.]

Endorsements.

Recorded in the office for recording of Deeds, &c., for the city and county of Philadelphia, in mortgage book J. C., No. 9, page 35, &c. Witness my hand and seal of office, the 23d day of June, 1812.

[L. S.] JAMES CARSON, Recorder.

It appears from the books of the bank, that there has been paid to the President, Directors and Company of the Bank of North America, on account of the principal and interest of the within mortgage debt, the sum of fifty-six thousand seven hundred and ninety-five dollars and twenty-two cents, the interest having been paid to the 25th March last.

Principal,	$60,000	
Interest to the 25th March last, as in the books of the bank,	19,998	
	79,998	
Deduct payments as stated above,	56,795	22
Balance of principal on the 25th March, 1825,	$23,202	78

twenty-three thousand two hundred and two dollars and seventy-eight cents.

H. HOLLINGSWORTH, Cashier.

January 27th, 1825.

I acknowledge and admit the foregoing statement is correct, and that of the sum of fifty-six thousand seven hundred and ninety-five dollars and twenty-two cents, so paid, thirty-one thousand three hundred and ninety-seven dollars and sixty-one cents were paid by Jonathan Williams, and those claiming under him; and twenty-five thousand three hundred and ninety-seven dollars and sixty-one cents, by Thomas Morris, and those claiming under him; and I hereby agree, that if on the payment of the said mortgage debt, a greater proportion should appear to be paid by the said Jonathan Williams, and those claiming under him, than by the said Thomas Morris, and those claiming under him, then and in such case, the said mortgage shall and may be assigned to the person claiming under the said Jonathan Williams, as a security for the repayment of the sum paid by the said Jonathan Williams, and those claiming under him, over and beyond the sum paid by the said Thomas Morris, and those claiming under him.

H. NIXON.

Philadelphia, January 28th, 1826.

This mortgage having been satisfied, the Bank of North America is requested to enter satisfaction on the same.

HENRY J. WILLIAMS,

June 18, 1828. *Agent Morrisville Estate.*

70. Deed, dated 13 July, 1814.

Jonathan Williams and Thomas Morris, Esq's., and wives, by their attorneys, to Charles Miller.

For a lot in Morrisville, in Penn Township, and County of Philadelphia, beginning at north-easterly corner of John street and Upper Bridge road, thence south-easterly along said road 86 feet 7 inches to a corner, thence by ground granted to Jos. Jones, on ground rent, north-easterly at right angles with said road, 51 feet 4 and one-quarter inches, thence northerly 51 feet 4 and one-quarter inches, at right angles with, and to a corner in the southerly side of Hamilton street, thence westwardly, along same street 100 feet to John street, and thence southerly, along east side of John street 57 feet 8 inches to the place of beginning. Subject to a ground rent of $173 per annum, payable.

71. Deed, dated 22 June, 1824—endorsed on the preceding.

Charles Miller, et ux. to Henry Nixon, Thomas Cadwalader, and Henry J. Williams, for the above described premises.

72. Deed, dated 25 June, 1814.

Jonathan Williams, and Thomas Morris, Esq's., and heirs, by their attorneys, to John Kissik.

For a lot on Hamilton street, 18 feet front, by 200 feet in depth, subject to a ground rent of $36 00 per annum.

73. Deed, dated Oct. 1, 1824—endorsed on the preceding.

John Kissik, to Thomas Cadwalader, Henry J. Williams, and Henry Nixon, (in whom the estate of J. Williams and Thomas Morris had become vested) reconveying the premises above described.

74. Deed, dated 13 July, 1814.

Jona. Williams, and Tho. Morris, Esq's. et ux., by Henry Nixon, their attorney in fact, to Henry, and E. Spencer Sergeant.

For a lot in Morrisville, Penn Township, Philadelphia County, between William street and John street, on the north-easterly side of Upper Bridge road, beginning 162 feet 6 inches from intersection of said road with William street, thence at right angles with said road 99 feet 9 and three-eighths inches, in a north-easterly direction, thence northerly 99 feet 9 and three-eighths inches, at right angles with and to a corner on south side of Hamilton street, thence westerly on Hamilton street 40 feet, thence southerly at right angles with Hamilton street 90 feet 1 and one-eighth inches, thence south-westerly at right angles with Upper Bridge road, to a corner on said road, thence south-easterly along said road 40 feet to the beginning. Subject to a ground rent of $80 00 per annum.

75. Deed, dated 14 May,—endorsed on the preceding.

Henry Sergeant, to Elihu Spencer Sergeant, for the premises above described.

76. Deed, dated 28 January, 1822,—endorsed on the preceding. E. S. Sergeant and wife, to Thomas Morris, Thomas Cadwalader, and Henry J. Williams, for the above described premises.

To all to whom these presents shall come, the bank of North America (formerly the President, Directors and Company of the bank of North America) send greeting:—Whereas, the within mortgage by Jonathan Williams and Thomas Morris, to the President, Directors and Company of the Bank of North America, (recorded in mortgage book J. C, No. 9, page 35, &c.) has been fully paid and satisfied. Now, be it known, that the Bank of North America has constituted, made and appointed, and by these presents does constitute, make and appoint Henry Hollingsworth, Esquire, Cashier of the said bank, the lawful attorney of the Bank of North America, to acknowledge and enter satisfaction of the said mortgage on the record. In witness whereof, the Bank of North America has hereunto affixed its corporate seal this nineteenth day of June, eighteen hundred and twenty-eight.

[Corporate seal, Bank of North America,]
Witness, JNO. HOCKLEY.

CITY OF PHILADELPHIA, *to wit:*

Before me, the subscriber, one of the aldermen of the said city, personally appeared on the 19th day of June, eighteen hundred and twenty-eight, John Hockley, one of the clerks of the Bank of North America, who, being duly affirmed, declared that the seal affixed to the foregoing letter of attorney is the corporate seal of the Bank of North America; that he saw the same affixed by the officers of the said bank, and that the signature of this deponent as a witness thereto is of his hand-writing.

Witness my hand and seal, the day and year before written.

JNO. HOCKLEY.
WILLIAM MILNOR, [L. S.]
Alderman.

Recorded the endorsed letter of attorney, in the office for recording deeds, &c. for the city and county of Philadelphia, in letter of attorney book, G. W. R., No. 2, page 96.

Witness my hand and seal of office, this 29th day of June, A. D. 1828.

[L. S.] GEO. W. RITER, *Rec.*

77. Deed, dated 13 July, 1814.

Jonathan Williams and wife, and Thos. Morris and wife, by their attorney, Henry Nixon, to William Briggs.

Lot in Morrisville, at the north-westerly corner of Callowhill and Washington streets, containing on Washington street 116 feet 9 inches.

This deed was never delivered.

78.—VI.—Thomas Morris to Henry J. Williams.

New York, May 4, 1836.

To Henry J. Williams, Esq'r., Philadelphia.

Dear Sir,—It is important to me to be furnished with a detailed account of every transaction, relating to the property purchased by your late father and myself, of the Bank of North America, in the year 1812; that is to say, I want a particular account of all payments made for that estate, and for improvements on it, and of all monies received from it, whether proceeding from sales of any portion of that property on ground rents, or otherwise, from the date of its purchase until now, or from rents of stores, wharves, or any other source, and also of the annual nett receipts from the day of the purchase until now, from the sale of gravel, stone or sand, or for any privilege granted, either to the city of Philadelphia, or to individuals, and for which a valuable consideration has either been paid, or has been agreed to be paid.

These details can be procured from the books, which have been kept in relation to this property, and from which you was kind enough to furnish me with some accounts of the sales of gravel and stone, in your letter, dated the 19 May, 1819.

Your father, during his life time, and his heirs since his death, have undoubtedly been furnished with periodical statements of all these particulars, and a copy of those statements relating to the one half purchased by him would answer the purposes, but should there be objection to this, the entries can be taken from the books.

My son, (Lieut. Henry W. Morris, of the U. S. Navy) who will hand you this letter, will advise with you, as to the best mode of his procuring for me the information I want. He can either make himself the copies from your father's or your accounts, or from the books, or procure the same to be made by any person whom you may be willing to entrust an inspection of the books to, and whom my son will compensate for his trouble.

Any facilities which you may think proper to afford my son in this business, I shall be very thankful to you for.

I am, dear sir,

Very respectfully your ob't serv't,

THOMAS MORRIS.

Received, Saturday, May 7, 1836, by hand of Lieut. Morris.
HENRY J. WILLIAMS.

Answered same day, May 7, 1835.

79.—VII.—From Henry J. Williams to Thomas Morris.

To Lieut. Henry Morris, care of J. P. Wetherill, Esq. 12th St.

May 7, 1836.

Dear Sir,—I enclose an answer to your father's letter declining to answer the questions he has proposed to me. I regret on your account as well as his own, that my impression of my duty requires this course, which does not proceed from any want of disposition to oblige him.

Yours respectfully,
H. J. WILLIAMS.

80. Enclosed, but unsealed, was the following letter.

To Thomas Morris, Esq., N. York, pr. Lieut. Morris.

Philadelphia May 7, 1836.

Dear Sir,—Your letter of the 4th inst. has been handed to me by Lieut. Morris, and I hasten to reply to it. I have in my possession your deed, dated May, 28, 1822, recorded deed book J. H., No. 5, p. 254, granting all your undivided moiety of the estate referred to by Mr. H. Nixon, in fee; and on the 7th Feb'y. 1829, Mr. H. Nixon conveyed to me three-fourths of his share of that property. As I have never known nor supposed that you retained, after the execution of the first mentioned deed, any interest in the property thus conveyed to Mr. Nixon, and have not heard from you for fourteen years, in relation to it, I do not understand why you make any inquiries on the subject, and so far as respects my own proportion, must beg leave to decline furnishing you any accounts whatever; as to the proportion of Mr. Nixon, he is the proper person to furnish you with any information you may desire.

I have the honor to be, with great respect, your ob't. serv't,
HENRY J. WILLIAMS.

81.—VII.—From Thomas Morris to Henry J. Williams.

To Henry J. Williams, Esq., Phil'a.

New York, May 10, 1836.

I think it incumbent on me to explain, that in my letter to you

of the 4th instant, I did not mean to make a demand on you, for a copy of your account for your portion of the Hills, or Fairmount estate.

My request was, that I might be permitted, in the manner most convenient and agreeable to yourself, to procure from the books relating to that property, details which are important to me.

When I adverted to the accounts furnished to your late father, during his life time, and to his heirs since his death, and mentioned that a copy of them, should there be no objection to their being made out for me, would answer my purpose, I meant merely to suggest this, as a mode of imparting to me the desired information; and which you might prefer, to that of having all these details taken from the books. It never occurred to me, that I could have been considered as making a demand on you, for copies of any papers or accounts, belonging either to yourself, or to any member of your family; and if my letter has made a different impression on your mind, I hope that this explanation will remove it.

I have always been under the impression that books have been kept, in which all accounts and every transaction relating to the Fairmount estate are entered, and that these entries are made for the benefit, and at the expense of all the parties concerned in that property. I was further induced to believe, that these books and accounts were under the supervision of Mr. Nixon and yourself, and that on an application to either of you, any person having an interest in that property could, either in person, or by proxy, have access to them.

When, then, I applied to you for permission to have the accounts furnished to me from these books, which my son will yet procure to be made, if he can have access to them, I applied as a party interested in the proceeds of that estate, and this I should distinctly have stated to you in my letter of the 4th instant, if I had not supposed that the request made by me implied such interest.

I never, until the receipt of your letter, knew that your own concern in this property exceeded that which you inherited from your father; and as I have now informed you of my motive for making the inquiry, I hope that you will not deem it improper that I should ask you to state to me the amount of the consideration for which the conveyance was made to you, on the 7th of Feb'y, 1829, as mentioned in your letter.

As you refer me to Mr. Nixon, I shall write to him by this mail, and request from him the account that I want, which, I take it for granted, after the explanation I have given you, you will not object to his furnishing me with.

I am, sir, very respectfully,

Your ob't serv't,

THOMAS MORRIS.

82.—VIII.—From Henry J. Williams to Thomas Morris.

To Thomas Morris, Esq., New York.

Phil'a, May 11, 1836.

Dear Sir,—I am sorry to be obliged to decline complying with the requests contained in your letters of the 4th and 10th instant, the last of which has been left with me this morning, by Lieut. Morris.

Since 1822, I have acted under the confident belief that no one but Mr. Nixon, and those claiming under him, were interested in that portion of the Hills estate, formerly held by you, or in the proceeds derived from it, and I cannot, therefore, exercise my authority over the accounts you refer to, in order to furnish them to third persons, without Mr. Nixon's consent, upon a suggestion merely that they have some claim, what I do not exactly know yet, upon the property.

Very resp'y, &c.

H. J. WILLIAMS.

Sent to Mr. J. P. Wetherill's, enclosed to Lt. Morris, May 11, 1836.

83.—IX.—From Thomas Morris to Henry J. Williams.

To Henry J. Williams, Esq.

New York, May 27, 1836.

Dear Sir,—I have duly received your letter, in answer to mine, of the 4th and 10th instant.

You are aware that shortly after the purchase of the *Hills estate*, by your late father and myself, we appointed Mr. Henry Nixon to be our agent, to manage for us the affairs of the whole concern; and that he accepted the agency and went into the possession accordingly, and kept an account of all sales, and the appropriation of the proceeds thereof, for all which he received a reasonable compensation.

The present application is thus made directly by me, as one of the principals, to you as another of them, and as having in your possession, or under your control, the books containing the accounts of this agency, in which I conceive that I have a deep interest.

These books were kept at a joint expense, and the principals who were equally interested in this agency, and each one of them, has an equal right to inspect the books, and take therefrom such extracts as he may consider himself concerned in.

I hope, therefore, that you will have the goodness to signify to me by mail, and directed to me at 429 Houstoun street, your willingness to comply with this, as it appears to me, my most reasonable request.

I am, dear sir, very respectfully, your ob't serv't,

THOMAS MORRIS.

84.—X.—From Henry J. Williams to Thomas Morris.

Phil'a, May 27, 1836.

Dear Sir,—I have this instant received your letter of the 27th ins't. No books or accounts, such as you refer to, are in my possession, or under my control.

Respectfully yours, H. J. WILLIAMS.

Directed—Th. Morris, Esq., 429 Houston street, N. York.

85.—XI.—From Thomas Morris to Henry Nixon.

To Henry Nixon, Esq., Philadelphia.

New York, May 10*th*, 1836.

Dear Sir,—I have to request that you will furnish me, as early as you conveniently can, with a particular account of every transaction relating to the Hills, or Fairmount estate, in which you will state in detail all sales, whether on ground rent, or otherwise, of every part of this property, and when, and to whom made, and the consideration for such sales, and of the amount thereof paid, and when, as well as the amount, if any, due, and from whom.

You will also oblige me by adding to the above statement an account of the nett receipts, from the sales of gravel, stone and sand; and also, of all monies received for the rent of stores, or wharves; and also for pasture, specifying how much has been paid in each year.

These details which I wish to be furnished with, from the commencement of this purchase until this time, can be readily procured from the books of the Fairmount property.

On the 4th of this month, as you probably know, I applied to Mr. H. J. Williams, to be permitted to have access to the books, for the purpose of having this account stated.

This permission, as you must also know, was not obtained, he having referred me to you for an account.

I need make no apology for this application to you, as you must be sensible that you are accountable to me, for all the particulars embraced in the above inquiry, and relating to this property.

You are also requested to add to the account a statement of all disbursements, payments and expenses incurred in the management of this concern, and also all engagements entered into by you, on my account, and of all responsibilities of every description, which you may consider me as liable to you for.

You will oblige me very much, by an early answer to this letter, informing me of the probable time when I may expect to receive the account and statement thus asked for.

Truly yours, THOMAS MORRIS.

Received this letter May 12th, 1836, from Lieut. Morris, in the street, opposite Whalebone Alley, on the north side of the way.

H. NIXON.

At about a quarter before 10 o'clock.

86.—XII.—From Henry Nixon to Thomas Morris.

Philad'a, May 12th, 1836.

Sir,—This morning, a little before 10 o'clock, your son handed to me in the street your letter of the 10th inst. For several days past, I had understood that you were making inquiries in various quarters, the precise aim of which was, of course, but conjecture, until ascertained by the letter just now mentioned. I do not know which has caused me the greatest shock, the course of proceeding you have adopted, so plainly calculated to be derogatory to my character, or the extraordinary and unfounded pretensions you have put forward: you say, addressing yourself to me, "you must be sensible that you are accountable to me for all the particulars embraced in the above inquiry, and relating to this property." I am not sensible of any such accountability: on the contrary, I know, and you know, too, that I am not accountable to you at all; and I cannot but express my astonishment, that by a general and mysterious assertion like this, so contrary to the fact, you should at once commit yourself, and reduce me to the necessity of seeming to acquiesce in what is untrue, or meeting it, as I do, by a plain and unequivocal denial. There is no ground whatever for such a pretence; your inquiries, therefore, relate to what does not concern you, and you must excuse me for declining to inform you about my own affairs, or the affairs of others, in which you will have no interest or right.

I remain your ob't serv't,

H. NIXON.

The above is copy of a letter handed me this morning, by Mr. Henry Nixon, which I compared with the original, and afterwards put into the Post Office, directed to Mr. Thomas Morris, New York.

JNO. HOCKLEY.

May 13th, 1836.

87.—XIII.—From Thomas Morris to Henry Nixon.

New York, May 31st, 1836.

Sir:

Before replying to your letter of the 12th instant, which was duly received, I have waited for the information which I might derive from my son, then in the city of Philadelphia, making certain inquiries for me, and by my direction.

How those inquiries where calculated to be derogatory to your character, I am yet to learn. My son assures me there was nothing in his manner of making them, that could have had that tendency.

In your letter addressed to me, you say, "that you know, and I know too, that I am not accountable to you at all;" to which I reply, that we both know the contrary.

I regret that the tone of your letter, and expressions it contains, should have rendered this plain language necessary on my part; but being reduced to the alternative, either of seemingly to acquiesce by my silence into what I know to be unfounded, or to meet it by an unequivocal denial, I could not hesitate between the two.

It is not my desire to inquire into matters that do not concern me, but having an interest in all the accounts kept, or caused to be kept, by you, in regard to the Morrisville estate, from the time you entered into possession thereof as an agent for the whole concern, I must persist in asking for such accounts, or that you consent that some suitable person (to be authorised by me) may inspect the books containing the same, at such reasonable time or times as you may designate, or that you assign a satisfactory reason for refusing to do so.

Your ob't serv't,

THOMAS MORRIS.

To Henry Nixon, Esq., Philadelphia.

88.—XIV.—From Henry Nixon to Thomas Morris.

June 4th, 1836.

Thos. Morris, Esq., N. York.

Sir: I have received your letter of the 31st May. Referring to my letter of the 12th May, in which there is nothing that I do not still think and know to be correct, and in every part of which I still persist, I have only to add that I do not perceive any advantage likely to arise from continuing our correspondence. As far as I am concerned, therefore, you will please to consider it terminated by the letter referred to; that letter being an answer to the demand in your last letter, which is, in substance, only a repetition of the one made in your first letter to me.

This answer would have been given instantly, if it had not been delayed by my continued indisposition, and a melancholy event in my family.

Yours, &c.,

H. NIXON.

89.—XV.

Dollars 3,600.

Philad'a, Jan'y 11th, 1813.

Sixty days after date we promise to pay to Thomas Morris, or

order, without defalcation, three thousand six hundred dollars, value received.

(Name torn off.)

Endorsed: Thomas Morris. Nixon & Walker.

90.—XVI.

Philad'a, March 25th, 1813.

Sixty days after date I promise to pay to the order of Nixon & Walker, without defalcation, thirty-six hundred and sixty-seven dollars and sixty-nine cents, value received.

THOMAS MORRIS.
(Name crossed with pen.)

Endorsed: Nixon & Walker. Name crossed with pen. Taken up 27 May, by draft, No. 1029. Draft of Merchants' Bank on Philad'a Bank, to order of H. D. for $3,667 69, remitted from N. Y. by Thos. Morris, covered by his letter of 26 May, to H. D.

H. D.

91.—XVII.

For value received I promise to pay to Henry Nixon, or order, ninety days after date, five thousand dollars, without defalcation.
Philadelphia, Nov. 22d, 1813.

THOMAS MORRIS.
(Name crossed with pen.)

$5,000.

Endorsed: Henry Nixon. Nixon & Walker.
(Name crossed with pen.)

92.—XVIII.—From Thomas Morris to Henry Nixon.

Albany, 4th March, 1813.

Dear Nixon:

I am detained here on business so much longer than I expected to be, that I shall not be in Philadelphia in time to take up in person my note for $3,600, which will, I believe, fall due on the 12th, and is payable on the 15th of this month. I, therefore, endorse you a check from the cashier of the State Bank of this place, on the Mechanic*k* Bank of New York, for the amount. This check will reach you, and you or your cashier will have time to be advised of its payment, in time to take up my note with it. I must request of you to procure a discount for thirty or sixty days, as you may deem best, for the balance of the note endorsed by Col. Williams, for the first payment of the Hills. You will remember that I have *have* paid near 7 out of $10,000 of that note; and if I was not obliged to remain here, I would have taken it up

altogether; and shall do so at the expiration of the discount. I leave at bottom my blank signature for you to write the note over, and which you will tear from this letter. It is necessary that the note that Col. Williams has endorsed, should be taken up. The security in bank stock, deposited with Mr. Drinker, may remain until I come to Philadephia.

The two Yankees, I mentioned in my letter to Col. Williams, have not yet made their appearance: whenever they present themselves, I will furnish them with letters, and write particularly to you or the Colonel, with regard to them.

My love to my mother and Maria.

Very sincerely, yours,

THOMAS MORRIS.

93.—XIX.—From Thomas Morris to Henry Nixon.

Dear Nixon:

As you are not every day in town, I have enclosed to Henry Drinker a post note, to take up my note with, that is payable to-morrow.

I shall probably reach Philadelphia in time to attend the auction at the Hills.

Sincerely yours,

THOMAS MORRIS.

N. York, 26th May, 1813.

94.—XX.—From Thomas Morris to Henry Nixon.

N. York, 17*th Dec'r*, 1813.

Dear Nixon:

I yesterday received your letter, and am well pleased with the details it furnished.

I think the sale of the Bush-hill estate an important event to our property, which must be much enhanced in value eventually by it.

I sincerely hope that the Legislature will not be influenced by the Union Canal, and will grant the Schuylkill application. No event can be half so important to the value of our property, as the rendering that river navigable. The discovery of coal will, if not at this, at some other period, insure that measure. Pray, on this subject, where will the lowest dam be made?

With regard to furnishing the city with more land, you will act your pleasure; but I would make them pay well for it.

I perceive, by the papers, that a meeting has been called by those who are interested in building a bridge at Gray's Ferry. If they should conclude on that measure, they will want a great deal of stone, which we ought to supply.

I would not, in your place, take $25,000 for your place. I should be loth, very loth, to take $30,000 for it.

I hope, and believe, that the speculation of Bush-hill will turn out well. The purchasers are men who understand themselves.

Very sincerely, yours,

THOMAS MORRIS.

95.—XXI.—From Thomas Morris to Henry Nixon.

New York, 8th June, 1815.

Dear Nixon:

I yesterday received your letter, and although I have delayed beyond my intention, when I last wrote to you, my promised visit to you, it is only postponed, but not given up.

I now enclose you a note to renew for $4,500, which you will be good enough to fill up for that amount, and endorse. I also send you a check on the Bank of Philadelphia, $595 75 cents; $500 of which, to pay on account of the note taken up by you, and the residue, $95 75 cents, on account of the discount on the note to be renewed, and the one which you take up.

Sincerely yours,

THOMAS MORRIS.

P. S.—I have made a small mistake in the bill remitted to you. It ought to have been for $599 75 cents, instead of $595 75 cents; so that I shall remain $4 in your debt. The account is thus:

Discount on	$5,000	for	sixty-three	days,	$52 50
Do	4,500	do	do	do	47 25
					$99 75

96.—XXII.—From Thomas Morris to Henry Nixon.

Dear Sir:

I enclose you my blank signature on a stamp, in order that you may renew my note for $4,500, which will fall due on the 13th or 14th of this month.

Yours in haste,

THOMAS MORRIS.

N. York, 11th Aug. 1815.

97.—XXIII.—From Thomas Morris to Nixon & Walker.

Dear Nixon:

I herewith send you my note for $4,500, to renew the one at the Bank of North America for the same amount. I also forward to you a draft for $94 and 50 cents, being the amount of the discount on this note, and of the one taken up with it, which I think I did

not remit to you when it was last discounted. I shall certainly be with you some time this fall.

Sincerely yours,
THOMAS MORRIS.

N. York, 11th Oct. 1815.

98.—XXIV.—From Thomas Morris to Henry Nixon.

New York, Oct. 24th, 1815.

Dear Nixon:

My brother-in-law, Archibald Kane, who sailed yesterday for Port au Prince, commissioned me to send him a pair of horses by a a vessel that will sail in about a fortnight from here. He wishes a pair of active, handsome horses, worth from six to seven hundred dollars; I know of none here that will suit him, and I will be obliged to you if you will let me know whether there are any with you that will do. I should suppose that $700 would buy a very fine pair, but he would not mind an extra hnndred if the horses are every way worth it.

I understand that Cadwalader Evans, and others, have gone on to the eastward, to examine locks, &c. I wish that I had known it when they were here. At Geneva, in the Genesee country, they have lately locked the outlet of their lake, and improved the navigation by dams, I am told, in a very complete manner. The stream is very like the Schuylkill. The man who has done the work is very highly spoken of, both for his capacity and economy in carrying on similar works; from all that I have heard respecting him, I am persuaded that he will be an acquisition to the directors of the Schuylkill Canal, if they employ him; at any rate, if any of them wish him to come to Philadelphia, and will authorize you to say that they will compensate him for going there and examining the river, I will write to Geneva to have him sent there, or perhaps it may be better for some one of the directors in Philadelphia to write to C. Evans to go as far as Geneva, where they can see what he has done, and learn more about him. I shall be with some time this fall, though I cannot yet say when.

Yours sincerely,
THOMAS MORRIS.

99.—XXV.—From Thomas Morris to Henry Nixon.

Dear Nixon:

I enclose you a note to renew mine with at the Bank of North America. I shall positively be in Philadelphia by the end of this month, when I will pay you the amount of the discount. Tell Biddle that I will immediately forward the power of attorney for transferring Schuylkill stock.

Yours sincerely,
THOMAS MORRIS.

New York, Dec. 14th, 1815.

100.—XXVI.—From Thomas Morris to Henry Nixon.

Dear Nixon:

I send you, agreeable to your letter of yesterday, a blank for you to write a renewal on, for my note for $4,500.

I sincerely wish you success in the negotiation for the sale of the lot for $12,000; I think the price an excellent one, and if Biddle and Mrs. Williams do not like it, I will agree to take the whole at their option.

I paid John Kane the amount of the draft of Nixon & Walker, the day it was presented. I suppose it was the exact balance due by me to them at that time. The discount on the $4,500 will form a new charge; I should have remitted the amount, but I supposed it would not be inconvenient for you to advance it.

Yours sincerely,

THOMAS MORRIS.

New York, 20th June, 1816.

101.—XXVII.—From Thomas Morris to Henry Nixon.

Dear Nixon:

Since my promise to go on to Philadelphia, something has constantly occurred to delay it. I was detained a fortnight by being summoned on the Grand Jury, and since their dismissal John Kane has been at the point of death. He is yet in imminent danger. I do not like to go away until his disorder, which is a violent pleurisy, added to an inflammation of the lungs, either abates or puts an end to his life; as soon as I can leave this you will see me; I hope, in the mean time, that our Philadelphia friend is no worse.

Yours sincerely,

THOMAS MORRIS.

New York, May 20th, 1816.

102.—XXVIII.—From Thomas Morris to Henry Nixon.

Post-marked 25th October.

Dear Nixon:

I send you my signature on a stamp, to renew the note for $4,500. I am astonished at Biddle's not paying the bank, but as they know that the defalcation is with him, and not us, I would let him take his own time.

I shall endeavour to pay you a visit between this and January.

I hope that the city have removed their blacksmith shop, wood, &c., from our ground. If they have not, I wish you to give them a formal notice that the time limited by us for them to do so has expired.

Yours sincerely,

THOMAS MORRIS.

103.—XXIX.—From Thomas Morris to Henry Nixon.

N. York, 28th Dec'r, 1816.

Dear Nixon:

I enclose you a stamp with my signature, on which you will write the note for $4,500.

I intend going on to Philadelphia some time between this and spring; I cannot at present tell at which particular period.

If the bank is not in want of the money, I do not care much about Biddle's delaying the payment, though it is not handsome on his part, as he got the ground rents cheap, to induce a speedy payment. If it should suit the bank, it would accommodate me to receive from Biddle the $10,000 myself, and continue so much of the debt as is due to them on interest, renewing our notes therefor. I should suppose that the bank would have no objection to this, as it is well understood here, that as soon as the United States Bank gets into operation, the State banks will not be able to get good paper to discount to the amount of their capitals. Write to me on this subject soon.

Reciprocating your good wishes, and the compliments of the season,

I am, &c.

THOMAS MORRIS.

104.—XXX.—From Thomas Morris to Henry Nixon.

New York, May 15th, 1817.

Dear Nixon:

I have omitted answering your letter of the 3d. You were very right in refusing any extension of time to the corporation, and I wish you to inform Mr. Vaux that I shall very shortly be in Philadelphia, when I expect to find our ground clear, as I shall take immediate measures to quarry there, and if their wood and *and* shop are not removed, the dirt from the hill will be thrown on and cover them.

You may draw on me at three days sight for the $277 75, and also the discount paid on the last renewal of my note. If I had thought of it when I was in Philadelphia, I would have made arrangements to pay it there.

Sincerely yours,

THOMAS MORRIS.

105.—XXXII.—From Thomas Morris to Henry Nixon.

Dear Nixon:

The amount which you requested me to deposit with Mr. Wilkes, to the credit of Henry Drinker as cashier, &c., has been to his credit in the Bank of New York, since the date of my letter. Mr.

Wilkes promised me if he had any occasion to write to Mr. D., which he said every day or two he had, that he would mention the circumstance; but, as I advised you of it, I thought that immaterial. I will speak again, however, to Mr. Wilkes, and get him to drop a line to his brother cashier, who, however, need have no scruple about drawing when I assure you that the money is there.

Yours sincerely,
THOMAS MORRIS.

N. York, June 5th, 1817.

P. S.—Since writing the above, Mr. Wilkes has shown me an account from Mr. Drinker, debiting him for the amount of my deposit.

106.—XXXI.—From Thomas Morris to Henry Nixon.

N. York, 28th May, 1817.

Dear Nixon:

Yours of the 20th was duly received, and I have deposited with Mr. Wilkes to the credit of H. Drinker, $325 75 cents, as you desire.

Let me know what the city decide with regard to your proposal. I do not expect a speedy decision; past experience teaches us that they move on but slowly in money matters. I am not willing, however, that this offer should furnish them with a pretence for occupying the property longer, and until they can become independent of us.

Yours sincerely,
T. MORRIS.

Bishop White dined with me yesterday, with a number of the clergy. Tell my mother that we had a piece of her beef, and all acknowledged that it was the best they had ever ate; I never have seen any to be compared to it.

107.—XXXIII.—From Thomas Morris to Henry Nixon.

N. York, 8th Sept'r., 1817.

Dear Nixon:

Your letter has just come to hand, and I lose not a moment in enclosing a stamp with my signature.

Yours truly,
THOMAS MORRIS.

108.—XXXIV.—From Thomas Morris to Henry Nixon.

New York, May 8th, 1818.

Dear Nixon:

I sincerely congratulate both Maria and yourself on the addition lately made to your family, and hope that both the mother and child are still doing well.

The blank at the bottom you will fill up with a note for four thousand dollars, and I enclose you a check on the Mechanics' Bank of this city, for $542, dated the 15th of this month; when my note will fall due you will send it on to have it presented at that time, but not before. The $500 is on acoount of the principal, to be deducted from the note, and the $42, the 63 days discount.

I enclose a letter to John P. Van Ness, of Washington, who is on terms of great intimacy with the President and Mr. Crawford. I do not like to write personally to Mr. Monroe about appointments, nor to Mr. Crawford, about any out of this State. Van Ness will, I know, enter into the business with zeal, particularly if Mr. West goes to him himself with my letter, which I would by all means advise him to do. Van Ness will introduce him to the President, and he will then have an opportunity of reminding him of his acquaintance with him in Kentucky. I think this a more effectual mode of forwarding the views of Mr. West, than letters to any of the heads of departments, who receive so many applications of the same kind, that they seldom pay much attention to any of them. If, however, it should occur to you that I can do any thing else, I will most cheerfully make the experiment.

Sincerely yours,

THOMAS MORRIS.

109.—XXXV.—From Thomas Morris to Henry Nixon.

N. York, 18th June, 1818.

Dear Nixon:

Your letter, received by me yesterday, afforded me, as it was calculated to do, very great satisfaction. I am fully convinced that the navigation, the dam, &c. will all go into complete effect, and give to the Hills property a value greater than has been calculated on by the most sanguine.

If the city are desirous of purchasing the half lot for $20,000, well and good, but I will not consent to sell it for a farthing less than that sum, nor would I take the least trouble, directly or indirectly, to prevail on them to give it. Rely on it, the faster the navigation progresses, the more important will that half lot be to the city; and if they do not give $20,000 for it this year, the next year they will give 25,000 or $30,000 for it; I would therefore leave them to themselves, and trouble myself no farther about their buying or not buying.

With regard to selling lots at auction, I think that it will be best to postpone it until some of the locks are completed. If, however, individuals are anxious to purchase, and will pay a fair price at private sale, I would sell.

As I do not see the Philadelphia papers, I wish that you would forward to me every thing that is published on this subject worthy of communication.

Notwithstanding the opinion Tom Biddle expressed to you about my Steamboat Stock, when I was in Philadelphia, I have lately sold the worst of my concerns there for twelve thousand dollars, the money to be paid very shortly; the other concern from which I have received for my dividends since my return four thousand four hundred dollars, I expect to sell shortly for twenty-two thousand, and it is really worth at least ten thousand dollars more than that sum.

Yours sincerely,
THOMAS MORRIS.

110.—XXXVI.—From Thomas Morris to Henry Nixon.

New York, June 24th, 1818.

Dear Nixon:

I remitted the other day to Mr. John Wharton, on account of his portion of the bond given by me to him and his partner, $2,000; the bond was for $4,280 with interest from the 15th of last November, say seven months, and one third at seven per cent. The whole amount due to Mr. Wharton will be about $2,225 46 cents, having already paid him $2000. I wish you to pay the balance by drawing on me at sight for the amount.

You will also oblige me by seeing the payment of one half of this debt endorsed on the bond held by Messrs. Biddle & Wharton.

I am, dear Nixon,
Very sincerely yours,
THOMAS MORRIS.

111. From Thomas Morris to Henry Nixon.

Dear Nixon:

I send you my signature to write a note over for $4000. Sending it by the mail, which is near closing, and having this moment received your letter, prevents me from diminishing the note by $500. I will endeavor the next discount to diminish it by $1000.

Yours sincerely,
THOMAS MORRIS.

N. York, 21st July, 1818.

112. From Thomas Morris to Henry Nixon.

New York, Nov'r. 4th, 1818.

Dear Nixon:

I have reflected much on the subject of our last conversation, and have been induced to alter the opinion which I expressed to you in Philadelphia. My advice is at once to close with the offer made by the President of the Watering Committee, and let the business at once be reported to the councils. If Mr. Biddle does not like this arrangement, and it suits him and the Messrs. Williams better to take on their own account the same quantity of land north of the engine-house, I shall have no objection to that arrangement, or any other that you may approve of, provided the whole amount coming from the city be endorsed on my bond and mortgage to the bank.

We all got home in good time. I, early in the morning, having got into the mail stage and rode all night. My love to my mother and your wife.

Yours truly,
THOMAS MORRIS.

113. From Thomas Morris to Henry Nixon.

(Not signed, but in the handwriting of Thomas Morris.)

New York, 16th Nov'r., 1818.

Dear Nixon:

I have just received yours of the 14th, and request that you will write a note over my signature, at the bottom, for $3500, to take up my note for $4000, which will fall due on the 23d of this month.

You will draw on me for $500, to which you may add what I already owe you for the discount which you have paid, and that which will have to be paid on the $3500. You will make your bill payable on the 23d. I have not yet received remittances, which I daily expect, or I should have deducted from my note $1000 instead of $500.

Yours sincerely.

114. From Thomas Morris to Henry Nixon.

(Post-marked Feb'ry 24th.)

Dear Nixon:

I was just going to send you the within stamp when your letter reached me.

No news of Mifflin yet. I have given a letter to Lang & Turner's boatmen, with a promise on the back of it to give $5 to any one who delivers it before he reaches the quarantine ground.

We are as much astonished here at the very small quantity of specie called for here, as you are at the press for it with you. The thing will soon regulate itself.

Yours,

T. MORRIS.

115. From Thomas Morris to Henry Nixon.

Dear Nixon:

I enclose the Power of Attorney to complete the bargain with the city corporation.

I am exceedingly glad that there is a report in favor of the dam. If you have not, before this reaches you, sent it by a private conveyance, forward it by mail.

Yours sincerely,

THOMAS MORRIS.

20th Feb'ry, 1819.

116. From Thomas Morris to Henry Nixon.

New York, 25 *Feb'ry*, 1819.

Dear Nixon:

I yesterday received the report of the Committee of the Water Works to the councils, which is, as you may well suppose, very gratifying, though I have not the most distant doubt of this report's being adopted. Yet I shall be glad to be informed by you the moment that it is done.

Independent of the stone they will get from their own ground, will they not want a very large quantity from us? If they do (and I do not see how they can dispense with it,) give me the earliest notice of it, and I will take measures to send on a number of Yankee quarriers.

I am told that great improvements have been made among them in the mode of quarrying. I am decidedly of opinion that you ought to contract to furnish them with as many perch as they may want, either at a given price per perch, or to let them take all they want for a sum agreed on between you.

Yours sincerely,

THOMAS MORRIS.

117.—XLII.—From Thomas Morris to Henry Nixon.

New York, *March* 19*th*, 1819.

Dear Nixon:

I forwarded by mail the deed and agreements to Mr. Williams, which were sent here for execution.

Mr. Rees handed me the second report, by which I perceive that the job is a very heavy one, although very important to your city

in many respects. Though I do not doubt of the reports being accepted, yet I shall be glad to hear the moment that it is decided on.

It is of great importance that the water should be led round the hill, and discharged by John street as mentioned in your letter; but in my opinion, it is of equal if not of more importance that it stop there. If it should be carried all the way to the city, the value of the place of deposit will be in a great measure lost to us; though I should not from your letter understand that you contemplated that it would be continued to the city. Mr. Rees thinks that that is your plan. It is a subject that ought to be seriously reflected on, before we give our consent. It would be extremely advantageous to the proprietors of the Bush-hill estate, but would not their gain be at our expense? From the slender means I have of forming a judgment, it does appear to me that it would be better that the lock should be near to the river, (on our side of it) than that the water should be carried through and beyond our property. Mr. Rees seems to think that our ground round the hill is too high to admit the water into it, unless it be thrown into a basin there by power. I should not suppose this to be the case, but be that as it may, if the boats that come down the river can come into a canal or basin round the hill, and the water from there be discharged into the Schuylkill, it will be an immense thing.

Mr. Rees has also mentioned to me that the city intend to sell the ground on which their prison stands, and have had some conversation with you about 12 acres near Francis's Lane. I do not know a place that could suit them better, and it will certainly be advantageous to the other property near to the 12 acres, if they locate there.

Whenever you think it important for me to go on to Philadelphia, I will go; but as it appears, from what Mr. Rees tells me, that until the councils have fully determined on all their measures past recalling, it will be necessary that individuals who will benefit by them be careful not to show that they calculate on much advantage; it would be better for me not to go on for some time.

I am, dear Nixon, sincerely yours,

THOMAS MORRIS.

118.—XLIII.—From Thomas Morris to Henry Nixon.

N. York, March 26th, 1819.

Dear Nixon:

I was much astonished just now at receiving a letter from Mr. Williams, saying that he had not received the deed and other papers for the Corporation of Philadelphia. In order to expedite their receipt, I sent them directly to him by mail, and paid the postage, $2 80 cents. I have so written to him to-day, but since closing my letter to him, the Post Office here assure me the papers were duly forwarded on the day they were received. A letter from me to Mr. Williams, and directed to him, was tied with tape on the outside of the package, which probably has remained at the Post Office.

I am afraid that the delay has prevented the councils from acting yesterday.

The Circuit Court of the U. S. will meet here on the first of April, and sit probably for ten or twelve days. It would be inconvenient for me to leave this until the adjournment of the court, but as soon thereafter as you write to me that you wish me to be in Philadelphia, I will come on.

Sincerely yours,

THOMAS MORRIS.

119.—XLIV.—From Thomas Morris to Henry Nixon.

N. York, 16th April, 1819.

Dear Nixon:

Your letter dated on Friday has just been received, but neither the agreement nor the letter which you mention to have written on Thursday have come to hand. You probably sent them by a private opportunity. The mail is so much more certain, that I would always rather pay postage than have any communication sent in a different way.

I am glad that the business of the Water Works has been definitively determined on. It is really an important undertaking, and one that reflects much honor on the City of Philadelphia.

Neither yourself nor Mr. Williams has informed me whether or not the deed has been received, but from the circumstance of your silence, I conclude that it has.

I will write to you soon and let you know when I shall go on to Philadelphia, unless you wish me to come earlier. I would rather wait until the work has been commenced.

Will stone be wanted from us, and how much? I perceive from the report that the quantity used will be 75,000 perches. I do not think that more than enough can be procured by the city from their own property than to erect their buildings; in this though I may be deceived.

If stone is procured from us, will they prefer quarrying it themselves, or would they rather contract with us to get it out? If the latter, something handsome might be made by engaging a gang of Yankees.

Yours sincerely,

THOMAS MORRIS.

120.—From Thomas Morris to Henry Nixon.

New York, 8th June, 1820.

Dear Nixon:

You will write a note as a renewal for the one of $2500 over my name at the bottom.

I take it for granted that you have received the conveyances sent to you by mail for the watering committee.

How come on the city and Schuylkill navigation company? Are they like to come to a speedy agreement? Henry came here for your son John, who has been with him nearly a week.

Yours sincerely,

THOMAS MORRIS.

121.—From Thomas Morris to Henry Nixon—endorsed, rec'd 4th April, 1820.

Dear Nixon:

I have received your letter, and herewith remit a check for $500, to be applied in part payment of my note which is to be renewed for $2500.

Having been obliged to delay my journey so long, I thought it better to postpone it further, until the opening of the spring, when I could see the grounds and the work done at the Hills to better advantage.

The state Mr. Biddle is in, is an additional motive, for if he had lately undergone so dreadful an operation, he cannot for some little time be in a situation to attend to business. You will write the note for $2500 over my signature.

Yours truly,

[In hand writing of T. M. but without signature.]

122.—From Thomas Morris to Henry Nixon.

Dec. 15*th*, 1820.

Dear Nixon:

I have this moment received Mr. Hockley's letter of yesterday, stating that my note for $2500 became due yesterday, and requesting me to forward one of same amount for renewal. You will be so good as to write one over my signature at bottom, which is sent to you for that purpose.

Yours sincerely,

THOMAS MORRIS.

Let me hear whenever you have recovered your health, that you are well again. From Mr. Hockley's writing instead of yourself, I am fearful that you have had another attack.

123.—From Thomas Morris to John Wharton.

New York, *Feb'y.* 4*th*, 1831.

Dear Sir:

Your two letters have been received, the first dated the 25th January, and the other the 2d of February instant.

It is with the deepest mortification that I am obliged to state that I cannot give a satisfactory answer to your questions.

All the property purchased by us has been long since sold. The payments made to me on these sales were in small instalments, of which I intended long since to have paid to Mr. Biddle and your-

self your proportions. But heavy unforeseen and unexpected losses have prevented my doing so, and I am at this moment totally unable to make you any remittance whatever. Whenever, however, I am in a situation to pay you, you may rest assured of my doing so.

One payment I made to you some years ago, of, I think, upwards of $2000, was almost an entire loss to me. It was for the Albany property sold to Mr. J. Kane. This sale having been disapproved of by Mr. Biddle and yourself, I assumed the payment to myself. Mr. Kane afterwards failed, and I never received a farthing from him, and the lots were not worth a tenth part of the price at which he bought them.

I am, sir, your obedt. servt.,

THOMAS MORRIS.

On 123.—From John Wharton to Thomas Morris.

Philada., 10 *February*, 1831.

Dear Sir:

Your letter of the 4th inst. was received on the 7th inst. I am exceedingly distressed to have been made acquainted with the situation of our purchase; but it is nevertheless absolutely necessary for my own situation, that I should be furnished with sales of the several proportions made by you, the payments thereon, as to dates, sums, &c.; in short, *of every thing appertaining to the transactions.*

You will see how I am placed in relation thereto, and furnish me with the necessary documents for the use of my friends and myself.

I am, respectfully, your ob't serv't.,

JOHN WHARTON.

Thomas Morris, Esq., New York.

On 123.—LI.—From John Wharton to Thomas Morris.

Philad'a, February 17, 1831.

Thomas Morris, Esq.

Dear Sir,—The foregoing is a copy of my letter of the 10th inst., but to which I have not received a reply.

I am sorry to be obliged to say, that it is out of my power to do without a compliance with what is therein requested to be furnished.

You will have the goodness to favour me with an answer, telling me how soon you will send them to me.

Yours, very respectfully,

New York. JOHN WHARTON.

124.—LII.—From Thomas Morris to John Wharton.

New York, Feb'y 21st, 1831.

Dear Sir:

As early as I can I will endeavour to comply with your

wishes in relation to sales, &c. It will take me some time to bring together the papers and memoran*dums* relating to it, but as soon as I can do so I will.

Your ob't serv't,

THOMAS MORRIS.

125.—LIII.—From Thomas Morris to John Wharton.

New York, August 29th, 1831.

Sir:

I have endeavoured in vain, for some time past, to make out the statement you require, from the papers in my possession. The confusion incident to the embarrassments which I have been subjected to for some years past, prevented my being as careful and particular as I ought to have been. This circumstance, and not a desire to withhold from you information, must account for seeming inattention to your wishes, in furnishing you with a statement. I am well aware that this will be considered as a very lame apology, but as it is the only one I can make, I state the circumstance as it is.

I have written to a friend in Utica, to aid me in furnishing from there the particulars which I cannot supply from here. I have requested him, if possible, to furnish them by the time mentioned in your letter, the 10th September. If I receive them by that time they will be sent to you; if I have them not then, I certainly shall a few days after, say the 15th.

Your ob't serv't,

THOMAS MORRIS.

126.—LIV.—From Thomas Morris to John Wharton.

New York, 20th Sept'r, 1831.

Sir:

As in my last letter, I held out an expectation that by the 15th of this month I would be enabled to furnish you with the information you have desired, I have now to inform you, that the friend to whom I wrote to procure the particulars that I was in want of, has recently written to me, that the necessity he was under to take a journey would delay a compliance with my request until about this period. I have therefore not yet received the information from him, but expect daily to become possessed of it, when the details required by you will be furnished.

Your ob't serv't,

THOMAS MORRIS.

127.—LV.—From Thomas Morris to John Wharton.

New York, Oct'r 28th, 1831.

Sir:

A short time before the receipt of your letter, I received

from the gentleman whom I had employed in Utica, an account of all the property sold, and also an account of receipts and disbursements since the one which I now enclose to you. He brought them to this city, and having some papers to return to him, I am apprehensive that by mistake I included in those so returned the statement of sales, and the last account of receipts and expenditures, for I have searched for them without being able to find them.

There was an account prior to the one I now send you, which was, I think, settled with Mr. Biddle, and the amount of balance there due to you and him paid. His papers will show how this is.

I write to Utica this day, and if, as I apprehend, the papers I have mentioned have been returned to the person who procured them, he will send them down without delay, and they shall be forwarded to *to* you.

I do not mean by the above explanation, nor by sending you the enclosed account, to prevent your taking, or to delay any unpleasant course which you may think proper, in relation to myself. My losses and misfortunes have been such, that no legal steps taken against me can make my situation worse. The Chancery suit which you will have to institute will be expensive, and as my inability to pay the costs of it will throw them on you, it is for you to consider whether it will be worth your while to incur them. In the meantime whatever course you may pursue, I will furnish you with the two accounts I have mentioned. Whenever you have examined them, I shall be willing to execute to you a bond, or even to confess a judgment for the amount of principal and interest that will be due to you, and which I will pay if ever I become able. At present I can do nothing toward it.

Whether you may think proper to believe me or not, it is due to myself to say, that to the perplexities and embarrassments attending my situation, and not to a desire to trifle with you or those connected with you, the delays in furnishing the information which you have asked for must be attributed.

Your ob't serv't,

THOMAS MORRIS.

128.—LVI.—From Thomas Morris to John Wharton.

New York, 31*st Oct.*, 1831.

Sir:

Your letter of the 29th, has this moment been received. The other accounts you shall have the very moment they are received.

I do not understand the intimation which your letter intends to convey to me, that an investigation of this business can in the most distant manner affect any one but myself. I beg that you will be explicit on this subject, and *confidentially so*. I most certainly would, if I could, return a part, or all the money that is due to you, but at

the present moment, if my life depended on it, I could not do so. I can do no more than what I mentioned in my former letter. I am fully sensible that your feelings and conduct towards me are dictated by all the delicacy and propriety that can accord with measures which you think are calculated to promote payment of the just demands of yourself and your friends.

Respectfully your obt't serv't,

THOMAS MORRIS.

129.—LVII.—From Thomas Morris to John Wharton.

New York, Nov'r 27th, 1831.

Sir:

When I forwarded to you the accounts of the late Mr. Breese, I gave you the best information I could, of the amount of sales and the monies received by me from the property to which those accounts relate. You informed me that those accounts were unsatisfactory, and that unless you speedily received from me something that would satisfy you better, *that* you would come on here and institute a suit against me. Confident of my inability to give you more accurate information than what the accounts of Mr. Breese furnish, I expected and still do expect that you will institute the suit, although in any exhibit which I may have to make, I shall be obliged to rely on Mr. Breese's accounts, which I am convinced are correct in every particular. Every sale of the Utica property was made by him, and all the monies received by me from those sales were transmitted by him.

You seem to think that the suit in question will fix on me a stigma which I ought to make every effort to avoid.

Although I admit in its fullest extent, that amidst the perplexities of my own affairs, I did not pay that attention to this property which I ought to have done, and that I used for my own purposes funds, a part of which I ought to have remitted to you, yet I utterly deny that I did so with a view of ultimately withholding from you one cent that was your due. And had I not met with losses to a large amount, on which I could not have calculated, you would long since have been paid.

That this business is, as it ought to be, one of excessive mortification to me, is true; but that mortification does not arise from the consequences of any exposure of this transaction, but from the transaction itself. I am most excessively hurt at having received your money without having the means of repaying it, and no publicity that you can give to that fact can increase the pain which I experience. If, at any future period of my life, I should possess the means, either in part or in the whole, of repairing the loss which you now sustain, I shall most cheerfully do so, and that determination will not be altered by any suit you may bring, or other steps you may take against me. As you appear to be very desirous that I should furnish some statement of my own, of monies received, I

annex the only one which, from memoran*dums* in my possession, I am enabled to make. I am aware in transmitting it, that it will be still less satisfactory than the accounts of the late Mr. Breese.

You will observe that part of the property was in the neighbourhood of Utica, and part in the neighbourhood of Albany. The monies received relate only to sales of the Utica lands. An account was settled with Mr. Biddle at an early period, and the balance then due was paid to him. I cannot find a copy of this settlement, but Mr. Biddle can furnish you with it.

The Albany property you will remember was sold by me to my brother-in-law, James Kane, on a pretty extensive credit. Mr. Biddle not approving of the terms of the sale, I took it on myself, and executed a bond for your portion of it, amounting, if I recollect right, to about $4,200. The one half of this amount was, I think, paid to you.

Mr. Kane failed without paying me one cent on his purchase. I have since disposed of that property for less than a fourth part of the amount of my bond to you, and it would not at this time bring any thing like what I parted with it for.

Every inch of the property in which we were concerned has been long since sold, and all the payments have been received from it, unless there be some inconsiderable balance due, the amount of which I am unacquainted with.

Now, sir, you may, by legal proceedings against me, establish the amount of my indebtedness to you, if you prefer that course; you may, from the documents in your hands, establish it, if you should prefer that mode; or you may take the principal of your disbursements, add to it interest until the present time, deducting the payments made to you, and I will execute a bond with a power to confess judgment thereon, within a limited time, if that should appear to you more desirable.

Your ob't serv't,

THOMAS MORRIS.

1816 Dec'r,	$700	
1818	400	
1818	500	
1821	300	
1821	100	
1821	100	
1822	340	45
1823	308	
1824	100	
1824	100	
1825	152	
Last pay't,	71	20
	$3,171	65

130.—LVIII.—From Thomas Morris to John Wharton.

New York, Dec'r 1st, 1831.

Sir,—Your letter of the 29th November was received yesterday. Having explained to you the difficulty I labour under for want of materials to furnish you with a detailed account, you must not attribute my not doing so, to a desire to withhold from you any information relating to this business, but to the difficulty of procuring that information.

I am now more at leisure than I have been since our correspondence began. I have been immersed in such a scene of trouble and difficulty, that I have hardly had a minute to myself.

You will remember that Mr. Breese's account refers to a prior settlement; this I presumed Mr. Biddle had, but since it appears that he has not, I will write to Utica, and procure from them a full statement from the commencement, and when received, I will forward the same to you. In the mean time, I will examine every paper in my own possession, and I shall be able to put you in possession, by Monday, at the latest, of the result of my own researches.

Mr. Biddle is, I think, mistaken, when he says that no money was paid to him. I find a memorandum to the following effect:

1814—March 24th, paid Biddle & Wharton, for their moiety of monies, after deducting expenses,	$290
1815—May 3d, draft on A. Dallas, Sec'y of Treasury, remitted to Biddle & Wharton,	453 26

I cannot, as I have frequently mentioned, ascertain the amount of my indebtedness to you.

I forwarded to you, some time since, an account taken from the late Mr. Breese's papers, of the amount of sales; to these you can add interest; you can compare that account with those that he has rendered of receipts, payments made to me, and other charges. Perhaps, in the examination which I am now making, you may receive some further light; but, at any rate, you may, if you prefer it, in your settlement with me, take as your rule the amount of your advances, add to them interest, and, if you become satisfied that payments have been made to Mr. Biddle and yourself, deduct the amount. In this way, you will have in your favour a greater balance than in the other, for I am persuaded that the property never brought the amount paid for it. You say nothing of the bond mentioned in my last. After receiving mine on Monday, I wish your attention to be turned to it. I am under an impression that the one half of my bond was paid to yourself, and that Mr. Biddle had a mortgage on the store at Fairmount, for the other half. If I am wrong in any of these charges, you will correct me.

You will perceive that my last letter to you was forwarded before the receipt of the one wherein you speak of Mr. Nixon. I know

not what connexion there can possibly be between Mr. Nixon and myself, in this business, but if you think it at all important to your own interests to communicate any thing to him in relation to it, I have certainly no objection to your doing so.

Your ob't serv't,

THOMAS MORRIS.

131.—LIX.—From Thomas Morris to John Wharton.

New York, Dec'r 3d, 1831.

Sir,—I now send you the statement which I promised in my last letter, which I presume was not received by you when yours of yesterday was written. You will perceive that this statement contains an account of monies received by me at an earlier date, and to a much greater amount than the former one did. I was not aware, when the first was sent, that I had the materials in my own possession to make out the latter, but I supposed that they were in Mr. Biddle's possession. I knew, however, that if he had them not, *that* they could be procured from Utica. I am not now confident that this exhibit is entirely correct, though I believe it to be so. I have therefore written to Utica, to procure from the accounts of the late Mr. Breese every detail relating to this concern, which will be sent to you when received, and which you can compare with what is now sent to you, and rectify from it any error in my statement. What you mean by telling me that you *are much better informed on some concerns*, than I have the most distant idea of, is to me a perfect riddle. I do not understand it. If you choose to explain your meaning, I will explain anything that you may wish explained, as far as I can; if you do not choose to do that, you must pursue your own course. You intimate that you are in possession of some terrible secret, which it is much to my interest that you should not divulge. Now as all this is to me a mystery which I cannot unravel, I ask not your forbearance, nor shall I, nor can I with propriety, blame you for any proceedings in relation to me, which you may think it for your interest to take.

You request an explicit answer, yes or no, to the proposition contained in your letter of the 29th. I suppose by this that you mean the amount that I propose executing a bond and judgment for.

You may take as the amount due to you, the one half of the money received by me agreeable to the within statement, to which you may add any sums that I may have omitted, and which may appear when the account taken from Mr. Breese's books is received. To these sums you may add whatever may yet be due on the bond for the Albany property, given by me to you and Mr. Biddle. The interest, of course, to be calculated on all the monies received by me until the execution of the bond, and that bond to bear interest until paid; or, if you prefer to this, that I should execute the bond and judgment for any given sum that you may deem reasonable, without regard to the particular amount of my receipts, I will do

it, provided the sum you propose is not too far out of the way. The time for the payment I should propose, would be two years, but if you think that too long, select the period yourself.

You will of course deduct from the sums for which I am accountable, the two small payments made to you, the one for $290, and the other for $453 36 cents. As Mr. Biddle does not recollect these payments, I enclose a receipt which I found yesterday, for $290; for the other, I do not find any receipt, but in a letter from Mr. Biddle, a remittance is acknowledged, asking on what account it was made. The remittance appears to have been a bill on Mr. Dallas, while Secretary of Treasury.

I have so frequently admitted my error in not remitting to you, when I had them, your proportion of funds, that I cannot conceive that your threat refers to that; nor can I conceive of any thing else that it does refer to; but whether you allude to that or to anything else, I shall never blame you for any publicity you may think proper to give to any circumstances relating to me, and within your knowledge; although I think that it would be more candid and better to explain to me what you allude to, to enable me to do away the mistake, should there be (and as I suppose there is) one on your part; however, as I said before, you must pursue your own course, and be it what it may, I shall never complain of it.

Your ob't serv't,

THOMAS MORRIS.

132.—LXI.—From Thomas Morris to John Wharton.

New York, Dec'r 15th, 1831.

Sir,—Your letter of the 15th is now before me. In answer to that part of it relating to the premature sale of what we have termed the Utica property, I have to observe in the first place, that a very small part of it was adjacent to the village of Utica, and that the bulk of it consisted of farms quite distant from that place. What may be the present value of the portion of it adjacent to Utica, I do not know, but have no reason to believe, from its situation, that it has increased in proportion to other parts of that place. The farms I do not believe would sell for more now than when they were disposed of.

You will remember that I had no intercourse with you about this property; all communications relating to it were between Mr. Biddle and me; that he knew that the property was in the market for sale, he will, I am sure, tell you, and the receipt which I sent to you, and which was for a small portion of that which was then sold, sufficiently shows it. I can further show, from letters from Utica, that I was strongly advised to sell in preference to holding, and I consented to do so, under a conviction that nothing would be gained by holding on. It was at that time a matter of much doubt whether the canal

would not be a detriment instead of a benefit to Utica, as it was supposed that country produce, instead of stopping there, would go directly on to Albany.

To the question you ask, whether any of my connexions or relations bought any part of this property, or now hold any portion of it, I answer decidedly in the negative, excepting as to a small lot, valued I think at $200; Mr. Breese, whom I had employed to make sales of the property generally, proposed to me to buy that lot at its then value, in conjunction with the late Jeremiah Van Rensselaer, of Utica, (now dead.) Mr. Van Rensselaer was my brother-in-law. Mr. Breese made the purchase, whether for his own benefit, or whether on the joint account of himself and Mr. Van Rensselaer, I am not able to say. I am inclined, however, to think that it was for himself only, although the original proposal to me was for their joint concern.

As I wrote to you sometime since, I have written to Utica to procure the details relating to every sale, and the moment the same is received, you will be furnished with the name of every purchaser.

I consider the inquiry you have made in relation to my connexions in this business as a very proper one, and as one that I ought to satisfy you completely about. I, at the same time, declare to you on my honour, and am willing to add my oath if it will better satisfy any of your friends, that I have not the most distant concern or interest, direct or indirect, with any one of the purchasers in relation to any part of this property; and that every sale has been a bona fide one for the benefit of the purchaser alone. My brother-in-law, Mr. Van Rensselaer, who is the only connexion of mine who could possibly have been interested in the very limited portion that I have mentioned, is dead. Many years before his death he became insolvent, and took the benefit of the insolvent act.

I will execute to you the bond in the manner you propose, with a Power of Attorney to confess judgment thereon, with the number of months that you may indicate. I was in hopes that you would have consented to two years, but as it appears that you are not disposed to do that, you must fix the time yourself, only requesting you to make it as long as you can. As I have before explained to you, I have now no means of paying you, but as my health and activity are good as ever, I hope that the period may arrive when I shall be able to pay it. You may make the calculation and have all the papers fixed and sent on to me for execution as early as you please.

Very respectfully, your ob't serv't,

THOMAS MORRIS.

133.—LXII.—From Thomas Morris to John Wharton.

New York, December 26th, 1831.

Sir:

I annex, as you desired me to do in your last letter, a state-

ment of the principal and interest which it is proposed that I shall give a bond to you for, with a warrant or Power of Attorney to confess judgment thereon. If the statement meets your approbation, you can have the papers made out immediately. If in any respect you think it incorrect, state to me in what particular. I should wish the time before entering up judgment to be nine months.

Your ob't serv't,

THOMAS MORRIS.

Amount paid by Biddle, Wharton and Morris, in December, 1813, $21,200.

Mr. J. Wharton's quarter of that amount,	$5,300
Deduct amount of T. Morris' bond payable without interest in 1817, - - -	2,140
	3,160
Add 18 years interest at 6 per cent. per annum,	3,412 80
	$6,572 80

P. S.—I have not yet received from Utica the statement I promised of the names of purchasers, and the account of lands sold to each. I daily expect it, and whenever received, it will be forwarded.

134.—LXIII.—From Thomas Morris to John Wharton.

New York, 16*th January*, 1832.

Dear Sir:

I received on Saturday your letter, in relation to the Schuylkill Bridge stock; until your letter came to hand, I supposed that that stock had been transferred before this. I borrowed money on it, and gave a Power of Attorney to sell and transfer some time either in August or September last. The agent of the lender, and to whom the power was given, told me about a fortnight since, that he was instructed immediately to sell, and I supposed that he had done so. The amount that it was given to secure, exceeds that for which I suppose it will sell. Had the stock been differently situated, I should have been glad to accept your offer. I received a few days since a letter from the friend in Utica, whom I had requested to procure for me a statement of the Utica purchasers; he stated that he had been too busy to attend before to my request, but promised to do it without further delay. In a few days therefore you may count on receiving it.

Your ob't serv't,

THOMAS MORRIS.

135.—Henry Nixon, Esq., Philadelphia.

Pay to John Low or order, at sight, one thousand seven hundred dollars, on account of THOMAS MORRIS.

New York, 1st April, 1813.

$1,700. Endorsed.—Pay the Bank of North America.
JOHN LOW, Cashier.

Received for the Bank of North America.
THOMAS BEDFORD, Clerk.

136.—$2,100 00. *Philadelphia, February* 19, 1824.

Sixty days after date, I promise to pay Mr. Henry Nixon or order, without defalcation, at the Bank of North America, twenty-one hundred dollars, for value received.

Credit the drawer, THOMAS MORRIS.
H. NIXON.

Endorsed, H. NIXON,

and Bank mark of paid.

137.—$2,500 00. *Philadelphia, March* 22d, 1824.

Sixty days after date, I promise to pay Mr. Henry Nixon or order, without defalcation, at the Bank of North America, twenty-five hundred dollars, for value received.

Credit the drawer, THOMAS MORRIS.
H. NIXON.

Endorsed, H. NIXON,

and Bank mark of paid.

138.—Note No. 3243, dated 19th February, 1824.

Thomas Morris to Henry Nixon,	- -	$2,100 00
3589—22d March,	do. -	2,500 00
		$4,600 00

Received from Henry Nixon, Esq., the sum of four thousand six hnndred dollars, being the payment of the two above described Notes of Thomas Morris, Esq., of New York, and which are now delivered to Mr. Nixon.

JAMES S. SMITH, JR., *Note Clerk.*

Bank of North America, October 8th, 1824.

139.—*New York, October* 7, 1821.

Dear Sir:

I have received your letter of the 1st instant, wherein you seem to be of opinion that the Bank of North America has an equitable claim on the representatives of the late Col. Wil-

liams, and myself for interest on interest, or rather compound interest on the interest due on our bond.

It is with very great regret, that I differ in opinion with you on this subject, and *I* cannot help thinking that when you reconsider this business, *that* you will perceive I am right.

It never has been the practice of any bank here to charge compound interest—the law does not allow it. If, therefore, I was to pay it, the representatives of Col. Williams would not be authorized to allow me his portion of it.

I should have made an arrangement immediately to have sent on to you the amount of the interest due, without the addition, if I *had* not wished to converse with Mr. Nixon on the *subject*, whom I expect here next week. I have not written to him, expecting to see him so very soon.

On his return he will be possessed of my ideas on this subject, and be prepared to settle this business with you.

With sincere regard, I am your friend,

THOMAS MORRIS.

To H. DRINKER, Esq. Cashier Bank N. A., Philadelphia.

140.—Dr. T. Morris, in account with T. Biddle. Cr.

To balanc of acct. assettled by H. Nixon,	$717 12	By ½ of $1,500 H. Nixon's services assumed by	
½ balance of interest $521 13, as per acct.	260 56	T. Morris,	$750 00
½ of $379 30 advanced James Innes,	189 65	½ of ground rents purchased by H. Nixon, $20,418,	10,209 00
Balance,	9,791 67		
	$10,959 00		$10,959 00
		By balance, $9,791 67.	

March 25th, 1816.—Thomas Biddle engages to pay the balance of nine thousand seven hundred and ninety-one dollars, sixty-seven cents, to the Bank of North America, as of the above date, for account of Thomas Morris, during the months of June or July.

THOMAS BIDDLE.

Philadelphia, June 4, 1816.
So settled.

THOMAS MORRIS.

141.—New York, 23d February, 1823.

Dear Nixon:

Your letter of the 21st has given me more pain than any that I ever before received. I had totally forgotten, as you appear to have done, that some years ago when Mr. Sterrett

became security for me, on the occasion mentioned by him, that you wrote to him promising indemnity. In tasking my recollection, however, I am fully convinced that you did so. Had you not better write to him for a copy of your letter?

The amount of the claim against me will be about eight thousand dollars. How to meet it, or any part of it, at present, I know not.

If my life and health are spared, I do not despair of ultimately being able to do so, but for the present it is impossible; and my apprehensions with regard to the difficulty it will bring on you, make me almost crazy. I write to you in pain, both of body and mind. I had a violent fall about a fortnight ago on the ice, bruised my left arm severely, and having neglected it, it has become very troublesome, much swollen and inflamed, and has confined me for some days to the house.

I mention this to account for the badness of this scrawl, which you will hardly be able to decipher.

Most sincerely yours,

THOMAS MORRIS.

142.—LXIX.—From Thomas Morris to Henry Nixon, Esq.

No date, but postmarked March 7th.

Dear Nixon:

I did not mean, when I mentioned in my last letter to you my distress of mind, to urge that as a reason why I could not go on to Baltimore, or make any other exertions in behalf of those on whom I have brought so much trouble. I mentioned it merely because I was overwhelmed with it at the moment. When I wrote last to Mr. Sterrett, I told him that it would be impracticable for me to go on to Baltimore. I ought at the same time to have informed him that no possible benefit could result from my doing so. The truth is, that I have no account to render. They have my receipts for the money I received, and no part of it has been applied in such a manner as would entitle me to receive credit as the administrator of Mr. Kane's estate. I was, when I received this money, an endorser of Mr. John Kane's notes, given to the insurances offices here, for his brother Archibald. In consequence of the failure of John Kane, I had to pay those notes, and did so with this money. John Kane took the benefit of the insolvent act, and assigned to his assignee under that act all his remaining property, debts, claims, &c. He also died suddenly, without my ever having procured from him any evidence of the debts due to him by his brother.

The painful truth is, that I am accountable to the estate of A. Kane, for the full amount that I have received from it, and that if I was in Baltimore I should be compelled to admit that fact, and the additional one of my having nothing to set off against it. My

receipts for the money paid to me as administrator have been sent on here to be verified, and I fully expected that suits would have been brought against me here, instead of against my surety in Baltimore.

I should, notwithstanding the utter inutility of my proceeding to Baltimore, have gone there, for the purpose of taking every step in this business that Mr. Sterrett wished me to take, had I not been tied down here. I have been for some time under an obligation not to leave this city, to prevent an execution against my person, which, of course, would prevent the possibility of my quitting it. The reason why I am so situated, is the apprehension of my bail here of my being arrested abroad, and of their not being able to surrender me here, whenever, for their safety, it may become necessary. Even if this difficulty did not exist, the situation of my arm would, without ensuring the loss of it, have prevented my undertaking any journey. I have not, since I wrote to you, been out of my bed-room; the inflammation and swelling in it, from the wrist to the elbow, has been such that I have been compelled to keep it constantly on a pillow. The two physicians who have attended me thought there was danger of its spreading beyond the shoulder to the neck and throat, in which event it might prove fatal. For nearly a month I have been interdicted animal food, and have subsisted altogether on tea and crackers. I am now, in consequence of a rigid adherence to this course, much better, but not yet sufficiently so to be enabled to leave my room.

I have no reason to complain of the severity of your observations. I censure myself for not having met at an earlier period, without a struggle to avert them, the difficulties and embarrassments heaped on me by my connections. But confiding in better returns from property which I then possessed, and which has since been sacrificed, and also on my own exertions, I have been led on to my own utter ruin and the injury of my friends. That I have suffered most severely by others, and to a large extent, you know too well to render it at all necessary for me to give any details. Among the hopes which I have indulged to extricate myself from my own difficulties, have been those that I might, from Lynch, by whom I lost thirty thousand dollars, and others, receive at least some part by way of compromise of what was due to me. But in every instance I have been most cruelly disappointed. I am well aware that my own losses and misfortunes do not lessen the evils entailed on you; but I cannot help recurring to them to show that when I engaged you to become my security in this business, *that* I fully confided in my own means to meet the amount that I received from it.

Most sincerely yours,
THOMAS MORRIS.

143.—LXX.—From Thomas Morris to Henry Nixon, Esq.

New York, 11th Feb'y, 1828.

Dear Nixon,—Yours of yesterday, and the one of the day before, have been received.

The amount of moneys received by me from the estate of A. Kane, is as follows:

March 10th, 1818, from Geo. Douglas, amount paid by the underwriters, on ship Mohawk, -	$5044 87
March 11th, 1818, from sale of Scantling, -	790 00

I have at a later period received from Mr. George Douglass also about $2000. The precise amount I do not exactly recollect, but will, in a few days, furnish you with it. But it varies but little from that sum; so that the total amount received and to be accounted for by me, is - - $5044 87

790 00

Say, - - 2000 00

$7234 87

The amount of the bond is only to insure the application of the moneys actually received, and no more can be recovered.

With regard to the moneys paid the insurance offices on John Kane's notes, given for his brother, I applied to his son after his death for a statement of them, and he told me that he could not procure any papers relating to that or any other of his father's concerns; that every thing relating to them was in confusion: and I made up my mind that I should have to return this money; and if it had been applied for earlier, when I had the means, I should have done so. I will, however, as soon as I can, without risk to my arm, which is now nearly, though not quite, well, endeavour to procure from Mr. Kane's papers, (if any can be found) and from the insurance offices, all the information that I can. You may, in the mean time, rely fully on the accuracy of the statement in relation to my receipts, unless it be the last item, where there cannot be a difference of more than $200, if any.

Yours sincerely,

THOMAS MORRIS.

You may remember that John Kane died suddenly of a fit, without any previous illness.

144.—LXXI.—From Thomas Morris to Henry Nixon, Esq.

New York, May 26, 1829.

Dear Nixon,—I yesterday received your letter with its enclosures. I had long since ascertained from the insurance offices the amount

of payments made to them by me for John Kane, whose notes I had endorsed, but which notes were given for premiums of insurance for his brother Archibald. The amount of payments thus made by me is $5,502 83. Of this, I have made oath before a judge of the United States, and would have forwarded it long since, had I been able to procure from a Mr. G. Douglass here, an account of the last payment made by him to me as administrator.

I had at an early period received from him, after deducting expenses, about $6724 87. This amount I know from my own memoran*dums* to be correct. I received, at a later period, a little upwards of $2000 more. Mr. Douglass was out of town when I first wrote to him to furnish me with the precise amount of this last payment. He has repeatedly, since his return, promised to furnish me with it. I will again attempt to get it from him; but if I cannot I will send my account on without it. My receipt will show the exact amount.

Yours affectionately,
THOMAS MORRIS.

145.—LXXII.—The following abstract shows the deeds on record in the county of Philadelphia, made by James S. and Wm. D. Caldwell, or either of them, from 1818 to 1830.

M. R. 19, 32—30th March, 1818—James S. to W. D. Caldwell.

Grants, Lot on corner of Schuylkill Third and Hamilton streets; on Third street 471 feet to Morris street; 495 feet on Morris street to Schuylkill Second street; 235 feet 6 inches on Schuylkill Second street to half way between Morris and Hamilton streets; then eastward 247 feet 6 inches to a point equi-distant from Second and Third streets; thence southward 235 feet 6 inches to Hamilton street; bounded by Third street, Morris street, Second street, and other ground hereby granted, Hamilton street, other ground, &c.

Also, a lot containing in breadth, east and west on Hamilton street, 198 feet, and in depth 235 feet 6 inches, to half way between Hamilton and Morris streets; bounded on east by Schuylkill Fourth street; on north and west by ground above granted; and south by Hamilton street.

Also, a lot on north side of Callowhill street, in length east and west 247 feet 6 inches, and in breadth from Callowhill street to the canal.

This deed was to make partition, and the consideration is nominal.

M. R. 21, 697—30th November, 1818—Jas. S. Caldwell to M. W. Pike.

Grants, for the consideration of $416 66, lot on north side of

Hamilton street 128 feet east, from the east side of Schuylkill Third street; front on Hamilton street, 25 feet; depth 235 feet six inches.

J. W. 6, 299—20th May, 1820—W. D. Caldwell, to Mayor, &c., of Phila.

Grants, for the consideration of $1,666 60, lot on the north-east corner of Callowhill and Schuylkill Second streets, front on Callowhill street, 100 feet; depth on west side of Second street 83 feet; and on east side 67 feet.

G. W. R. 2—368, 11th May—1818, W. D. Caldwell to J. De la Matre.

Grants, for the consideration of $2000, lot on the south-west corner of Schuylkill Fourth street and Hamilton street; 125 feet on Fourth street; 125 in Hamilton street.

G. W. R. 15, 521—26th October, 1827—J. S. Caldwell to T. Earp et al.

Grants, for the consideration of $2000, lot on the east side of Schuylkill Third street, and south side of Morris street; on Schuylkill Third street 237 feet 6 inches north and south; depth 396 feet east and west to Schuylkill Fourth street.

Also, lot on north side of Hamilton street, 198 feet west, from west side of Schuylkill Fourth street, containing in breadth on Hamilton street, 20 feet, and in depth 237 feet 6 inches.

G. W. R. 16, 462—13th June, 1827—Jas. S. Caldwell to W. Lehman.

Grants, for the consideration of $812 50, lot on east side of Schuylkill Second street, and north side of Hamilton street, containing east and west on Hamilton street, 247 feet 6 inches, and extending northward 235 feet 6 inches to midway between Hamilton and Morris street.

G. W. R. 16, 463—13th June, 1827—W. D. Caldwell to W. Lehman.

Grants, for the consideration of $2,437 50, lot north-west corner of Schuylkill Third and Hamilton street, extending northward on west side of Third street, 471 feet to Morris street; thence westward on Morris street 495 feet to Schuylkill Second street; thence on Second street 235 feet 6 inches to ground of Jas. S. Caldwell; being the first lot in this abstract, recited M. R. 19, 32.

G. W. R. 16, 614—28th July, 1827—J. S. Caldwell to M. W. Pike.

Grants, for the consideration of $312 50, lot on the north side of Hamilton street, 153 feet from east side of Schuylkill Third street; front on Hamilton street 25 feet; depth 235 feet 6 inches to midway between Hamilton and Morris street.

G. W. R. 16, 631—6th August, 1827—W. D. Caldwell to Thos. Biddle et al.

Grants, for the consideration of $550, lot on north side of Callowhill street, between Schuylkill Second and Third streets, 100 feet east from Schuylkill Second street; front on Callowhill street, 147 feet 6 inches; depth 67 feet to the canal on the west, and 88 feet on east side of the lot.

G. W. R. 16, 708—6th August, 1829—J. S. Caldwell to T. Earp et al.

Grants, for the consideration of $353, lot on the west side of Schuylkill Third street, between Callowhill and Hamilton streets; beginning at 226 feet 6 inches from the south side of Hamilton street; thence west, parrallel with Hamilton street, 247 feet 6 inches to ground of T. Biddle et al.; thence along the same, crossing and including the canal, 138 feet 2½ inches to other ground of T. Earp et al., to Schuylkill Third street; and on Third street north 102 feet 6 inches.

G. W. R. 16, 711—28th July, 1827—J. S. Caldwell to T. Earp et al.

Grants, for the consideration of $875, lot on the north side of Callowhill and west side of Schuylkill Third street, containing on Callowhill street 247 feet 6 inches, and on Third street 124 feet to the canal on the east end, and 88 feet 3½ inches on the west end.

G. W. R. 17, 555—13th June, 1827—J. S. Caldwell to T. Earp et al.

Grants, for the consideration of $2,130, lot on the south side of Callowhill street, and west side of Schuylkill Third street, on Callowhill street, 247 feet, and on Schuylkill Third street, 249 feet.

G. W. R. 18, 655—26th October, 1827—Jas. S. and W. D. Caldwell to Wm. Lehman.

Grants, for the consideration of $1,700, lot beginning at the south-east corner of Schuylkill Second and Hamilton street; thence south on Second street, 226 feet 6 inches, being midway between Hamilton and Callowhill street; thence east, parallel with Hamilton street, 495 feet to Third street; thence north on Third street 84

feet 6 inches; thence west, parallel with Hamilton street 228 feet; thence north, parallel with Second street, 142 feet to Hamilton street; thence by Hamilton street 267 feet, to Schuylkill Second street.

Also, lot on east side of Schuylkill Second street, 226 feet 6 inches south from Hamilton street; thence along Second street, crossing the canal 143 feet 6 inches; thence east by ground of Mayor, &c. of Philadelphia, to ground of T. Biddle et al.; thence north 159 feet 6 inches, crossing the canal to the above described lot; thence by that lot 100 feet to Schuylkill Second street, and place of beginning.

G. W. R. 37, 121—21st October, 1829—J. S. Caldwell to M. W Pike.

Grants, for the consideration of $800, lot on the west side of Schuylkill Fourth street, between Callowhill and Hamilton streets; beginning on the west side of Schuylkill Fourth street, 129 feet 6 inches from south side of Hamilton street; thence west, parallel with Hamilton street 125 feet; thence south parallel with Fourth street, to the canal; thence east along the canal to Fourth street; thence on Fourth street, about 125 feet to the place of beginning.

A. M. 1, 410—16th April, 1830—W. D. Caldwell to Jas. Burk.

Grants, for the consideration of $2,500, lot on the south side of Hamilton street, and west side of Schuylkill Third street; breadth north and south 142 feet, and east and west 228 feet.

G. W. R. 15, 522—26th October, 1827—W. D. Caldwell to T. Earp et al.

Grants, for the consideration of $1,000, lot on south side of Hamilton street and west side of Schuylkill Fourth street; breadth on Hamilton street 198 feet; depth on fourth street 237 feet 6 inches.

146.—Deed—Charles Francis to Thomas Biddle, Henry Nixon & H. J. Williams, dated September 14th, 1824, recorded G. W. R. 4, p. 90, &c. October 9th, 1824, for the consideration of $4,000; grants 10 acres 95 perches of land on the north side of Coates street, formerly Francis lane, and *west of the State Penitentiary*.

147. *March* 23, 1821.

No. 6360.—Received from John Bacon, Treasurer of the Corporation, four thousand three hundred and eighty dollars, in full of principal and interest of a ground rent deed, or articles of agreement between the watering committee and myself, and others.

Dated May 24, 1820, for certain ground therein referred to, situate near the works at Fair Mount.

HENRY NIXON,
Agent Morrisville estate.

I certify the above to be a correct copy.

WM. STEVENSON,
For City Treasurer.

148.—LXXXVI.—Bond.—Thomas Morris to H. Nixon.

28th May, 1822.

Know all men by these presents, That I, Thomas Morris, of the city and State of New York, am held and firmly bound unto Henry Nixon, of the city of Philadelphia and State of Pennsylvania, in the sum of ten thousand dollars lawful money of the United States of America, to be paid unto the said Henry Nixon, his executors, administrators, or assigns. For which payment well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with seal, dated the twenty-eighth day of May, in the year of our Lord one thousand eight hundred and twenty-two.

The condition of this obligation is such, that if the above-bounden Thomas Morris, his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the above-named Henry Nixon, his executors, administrators, or assigns, the just and full sum of five thousand dollars lawful money as aforesaid, without any fraud or other delay, then this obligation to be void, or else to remain in full force and virtue.

THOMAS MORRIS, [L. S.]

Sealed and delivered
the presence of
HENRY MORRIS.

149.—Bond.—Thomas Morris to John Wharton.

Dec. 29th, 1831.

Know all men by these presents, That I, Thomas Morris, of the city and State of New York, am held and firmly bound unto John Wharton, of the city of Philadelphia, in the State of Pennsylvania, in the sum of thirteen thousand one hundred and forty-five dollars and sixty cents, lawful money of the United States of America, to be paid to the said John Wharton, or to his certain attorney, executors, administrators, or assigns; to which payment well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with my seal, dated the twenty-ninth day of December, in the year of our Lord one thousand eight hundred and thirty-one.

The condition of this obligation is such, that if the above-bounden Thomas Morris, his heirs, executors, and administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the above-mentioned John Wharton, or to his certain attorney, executors, administrators, or assigns, the just and full sum of six thousand five hundred and seventy-two dollars and eighty cents, lawful money aforesaid, with* interest for the same, at the rate of six per cent. per annum, in nine months from the date hereof, without any fraud or other delay, then this obligation to be void, or else to remain in full force and virtue.

THOMAS MORRIS, [L. S.]

Sealed and delivered
in the presence of
MARY VANDER HEUVEL.

*The word lawful erased.

Assignment.—John Wharton to H. J. Williams.

For a valuable consideration, the receipt whereof is hereby acknowledged, to me in hand paid, I, the within-named John Wharton, of the city of Philadelphia, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto Henry J. Williams, of the said city of Philadelphia, his executors, administrators, and assigns, the within written bond or obligation, and the sum of six thousand five hundred seventy-two dollars and eighty cents, mentioned in the condition thereof, together with all the interest due or to grow due thereon, and all my right, title, interest, claim, and demand whatsoever of, in and to the same; and I authorize the said Henry J. Williams, if need be, in my name, to demand, sue for, have, hold, and enjoy the same, with the interest thereon, to his own use absolutely forever. Witness my hand and seal this thirty-first day of January, anno Dom. eighteen hundred and thirty-two—1832.

JOHN WHARTON, [L. S.]

Sealed and delivered
in presence of
ALEX. LARDNER,
S. W. TAYLOR.

Endorsed—
Judgment entered in the Supreme Court for the Eastern District of Pennsylvania, in D. S. B. Docket, page 58, the fourteenth day of January, A. D. 1837.

Pro H. WITMER, *Proth.*
STEPHEN PAYRAN, Jr.

LXXXVII.—Copy of the last Will and Testament of the late Mrs. Mary Morris, deceased, dated Oct. 22d, 1824, proved Feb. 1, 1827.

In the name of God, amen. I, Mary Morris, of the city of Philadelphia, in the State of Pennsylvania, widow, being of sound and disposing mind and memory, do make and declare this my last will and testament, in manner following, that is to say:

Whereas, my son, Thomas Morris, is indebted to me in the sum of ten thousand dollars, for which sum I hold his promissory note, now, I give and bequeath one moiety or equal half part of the said debt to my son Henry Morris, his executors, administrators, and assigns, and upon the payment of one half of the principal of the said debt by my said son Thomas Morris, or his representatives, to my said son Henry Morris, or his representatives, then I will and direct that my said son Thomas Morris shall be released from the payment of the other moiety or half part of the said debt and all the interest; and the said note shall, on such payment being made, be cancelled.

I give and bequeath to my grand-daughter, Mary Marshall, two hundred dollars Pennsylvania currency.

150.—LXXIV.—From Henry Morris to Thomas Biddle, Esq.

New York, March 13th, 1812.

Dear Sir:

When last in Philadelphia, I understood either from yourself or Mr. Nixon, that the first instalment of the purchase money for the Hills would not be due before March, 1813; and as my brother thinks I must have misunderstood your meaning, I will be much obliged to you to inform me when it will be due, that we may make the necessary preparations.

Yours very sincerely,

HENRY MORRIS.

T. Biddle, Esq.

151.—LXXV.—From Thomas Morris to Thomas Biddle.

New York, 23d November, 1812.

Dear Sir:

I have been thinking much on the subject of the improvements that may be requisite next spring at Morrisville, and it appears to me, that to derive from Bridge and Morris streets the advantages resulting from the completion of the bridge, those two streets ought to be opened early in the spring and dug out. I would propose that all the other improvements that will shortly be wanted be made at the same time; such as removing the earth entirely

from around the whole of the quarry, and filling up the wharves with the dirt to low water mark. By combining the whole in one job it will be done much cheaper.

If you should approve of this proposal, I should think it advisable to engage a number of Yankees to come on in the spring and commence their operations, and will go myself to New Haven and get one of them to come on to Philadelphia to view the ground, and with him we can make our contract.

I believe this mode would be preferable to the employing the man of whom Mr. Nixon spoke. New England men, or those who have been in the habit of working in their manner in Pennsylvania, are so much accustomed to high wages, that I am persuaded a great saving would be made by bringing them from Connecticut. In addition to the saving, these people would probably all settle on the property and be very useful there.

If this prospect meets your views, you can give me a description of the improvements wanted; or if you think it necessary, I will go to Philadelphia and make the examination with you. The sooner you answer this letter the better, as the people whom we may employ will want as much time as we can afford them to make their preparations.

I am, very sincerely yours,
THOMAS MORRIS.

152.—LXXVI.—From Thomas Morris to Biddle, Williams, and Nixon.

Albany, 8th March, 1813.

Gentlemen:

The bearers, Enos Chapin and Asahel Jackson, are the persons whom I some time since informed you were to go to Philadelphia to examine the property at and about the Hills estate, with a view of contracting with us for such jobs of work as we may want to have done, provided they and you can agree on the terms. My agreement with them is, that if no contract is made with them, *that* we are in that case to defray their expenses, which we suppose will amount to about fifty dollars. These gentlemen are highly recommended to me for their fidelity in executing whatever they may undertake; and they inform me that they can bring with them from the back parts of this State, where they live, any number of hands; their teams, and most of their working implements, they will also have to bring with them. My own opinion is, that they had better first be employed in clearing the whole of the quarry of dirt, and in that opinion I am strengthened by some conversation that I have had with one of them, Asahel Jackson. I am convinced that after clearing the quarries, *that* he will find it very much to his advantage to work them; but on this subject, and with

regard to any other employ you may give them, you and they, after having examined the ground together, will be best enabled to determine.

I hope that your business will be such, that you or some of you will be able to attend with them as soon as they arrive; for if they engage in any operation, it will be both to us and themselves advantageous that they should commence as soon as possible.

I lament that my own business still detains me here, and that I cannot be with you.

I am very sincerely yours,
THOMAS MORRIS.

Messrs. Biddle, Williams, and Nixon.

153.—LXXVII.—From Thomas Morris to Mr. Thomas Biddle.

Dear Sir:

I have just given an open letter to the two men, who are also the bearers of this. Let me caution you not to be extravagant with them; they are accustomed to do a great deal of work for little money; but they may easily be spoilt. Receive their offers, but make them none. To instance the labour they are in the habit of going through, at a moderate price, they have made a vast many miles of turnpike on the St. Lawrence, where they made the road through the wilderness, and took all the trees out by the roots, for six hundred dollars a mile, and thought themselves well paid.

Yours sincerely,

THOMAS MORRIS.

Albany, 8th May, 1813.

154.—LXXVIII.—From Thomas Morris to Thomas Biddle, Esq.

Dear Sir:

Mr. Drinker has notified me, through Mr. Nixon, that unless we immediately pay the interest due to the Bank of North America, he will bring the business before the Board. I have, therefore, drawn on you, in favor of Mr. Nixon, for my half of the interest, being 1200 dollars, which you have agreed to pay out of the balance due on the ground-rents. My bill on you is at three days' sight.

I am, dear sir, with great esteem,
Your ob't serv't,
THOMAS MORRIS.

New York, 17th May, 1817.
T. Biddle, Esqr.

155.—LXXIX.—From Thomas Morris to Thomas Biddle, Esq.

New York, March 26th, 1818.

Dear Sir:

Yours of the 24th was just now delivered to me, and I enclose to you the $500. I yesterday wrote to Nixon that I would send him by the 29th, $1250; which would have been done, had it not been for the letter just received. I will, if you think it best, send on in a few days the additional $750, and each of us paying out of his own resources the amount due to the bank for interest; the money received from Innes can then be applied, as far as it goes, to decrease the note given by Henry Nixon, as agent.

I will attend soon to the claim of Mr. Wharton, for the amount due to him on the mortgage. I am obliged to you for the offer to let your part remain one or two years, but shall not avail myself of so considerable a delay. I am anxious to pay up the whole of that mortgage, and also my note to the Bank of North America, endorsed for me by Mr. Nixon, so as to clear my portion of that property from all other incumbrance, excepting the balance due for the purchase.

The remainder of your letter must be replied to when I have more leisure: the mail is soon about closing.

Yours sincerely,
THOMAS MORRIS.

Be so good as to show this letter to Nixon: it will save me the trouble of writing to him.

156.—LXXXIV.

On the 7th day of July, 1817, I promise to pay, without defalcation, to the order of Henry Nixon, twenty-four hundred forty-three 58-100, for value received. Philadelphia, March 25th, 1817.

THOMAS BIDDLE.

Dolls. 2443, 58-000.

157.—LXXXI.

$4000. Messrs. Biddle, Wharton, & Brothers,
Philadelphia.

Gentlemen:

At thirty days' sight, pay to the order of Thomas Morris, four thousand dollars, for value received, and place the same to the account of

THOMAS MORRIS.

New York, 29th April, 1817.

Accepted, April 30th, 1817.
BIDDLE, WHARTON, & BROTHERS.

Endorsed—
Pay Prime, Ward, and Sands, or order.
THOMAS MORRIS.

Pass to our credit in account,
PRIME, WARD, & SANDS.

Credited Prime, Ward, & Sands, in account.
B. W. & B.

158.—LXXXII.

$4000. Messrs. Biddle, Wharton, & Brothers,
Philadelphia.

Gentlemen:
At thirty days after sight, pay to the order of Thomas Morris, four thousand dollars, for value received, and place the same to the account of
THOMAS MORRIS.

New York, 29th April, 1817.

Accepted, April 30th, 1817.
BIDDLE, WHARTON, & BROTHERS.

Endorsed—
Pay Prime, Ward, & Sands, or order.
THOMAS MORRIS.

Pass to our credit in account,
PRIME, WARD, & SANDS.

Credited to Prime, Ward, & Sands,
B. W. & B.

159.—LXXXIII.—Deed, Thomas Morris, Esq., to Henry J. Williams, Esq., for sundry Ground-Rents, dated 13th March, 1818, D. B. A. M. 17, 523.

This Indenture, made the thirteenth day of March, A. D. one thousand eight hundred and eighteen, between Thomas Morris, of the city of New York, Esq., and Sally, his wife, of the one part, and Henry J. Williams, of the city of Philadelphia, Esq., of the other part; witnesseth: That whereas, Jonathan Williams, of the county of Philadelphia, Esq., and Marianne, his wife, and Thomas Morris and Sally, his wife, abovenamed, by their attorneys duly constituted and appointed, did convey unto Joseph Jones, of the city of Philadelphia, all that certain lot or piece of ground situate on the north side of Hamilton street and east side of John street, in Penn Township, in the county of Philadelphia, containing in

breadth, on the said Hamilton street, two hundred feet, and in length or depth four hundred and thirty-eight feet to Morris street; bounded eastward by other ground of the said grantors; northward by the said Morris street; westward by the said John street; and southward by the said Hamilton street: the said grantors reserving out of the aforesaid grant, the right and privilege of opening a street over the same, not exceeding 50 feet in width, to run east and west parallel with Hamilton street, being part of a certain tract or piece of land situated in Penn Township, granted by the President and Directors of the Bank of North America to the said Jonathan Williams and Thomas Morris as tenants in common, and not as joint tenants, by deed duly executed and recorded in the office for recording deeds, the city and county of Philadelphia, in deed book number 19, in page 224, et seq., as at large appears; to have and to hold the said described lot unto the said Joseph Jones, his heirs and assigns forever, to their use, yielding and paying to the said Jonathan Williams and Thomas Morris, their heirs and assigns, the yearly rent or sum of six hundred dollars, payable half-yearly, on the first days of July and January,—of which rent-charge, two hundred dollars per annum have been extinguished by the said Joseph Jones: And whereas, the aforesaid parties did further convey to the aforesaid Joseph Jones, his heirs and assigns, all that other lot situate in Penn Township as aforesaid, beginning at the northeasterly corner of Pearl street and the Upper Bridge road; thence along the said road, south fifty degrees forty minutes, east two hundred and forty-four feet six inches to a stake, at the junction of the said road and Hamilton street; thence by ground granted, or intended so to be, to John Kissic; north eleven degrees twenty minutes east two hundred and eight feet, to a thirty feet wide street; thence by the same, north seventy-eight degrees forty minutes west two hundred and sixteen feet, to Pearl street; thence by Pearl street south eleven degrees twenty minutes, west ninety-three feet one inch; being part of the abovenamed tract or piece of land; to have and to hold, to the use of the said Joseph Jones, his heirs and assigns—they yielding and paying the yearly rent or sum of four hundred and eighty-nine dollars, on the first days of July and January, to the said Jonathan and Thomas, their heirs and assigns; one hundred and twenty dollars of the said rent per annum having been extinguished by the said Joseph: And whereas, the said parties did further convey to the said Joseph Jones, his heirs and assigns, all that other lot situate on the southerly side of the Upper Bridge road, at the distance of one hundred feet eastward from the east side of Pearl street, in Penn township aforesaid, containing on the said road sixty feet, and in length or depth at right angles with the said road to the river Schuylkill at low water mark; bounded southeastwardly and northwestwardly by ground of the grantors, southwesterly by the said river, and northeastwardly by the Upper Bridge road; being part of the aforesaid tract of land; to have and to hold to the said Joseph, his heirs and as-

signs, to their use, yielding and paying the yearly rent or sum of one hundred and eighty dollars, to the said Jonathan and Thomas, their heirs and assigns, payable on the first days of July and January; sixty dollars per annum of said rent having been extinguished by the said Joseph: And whereas, the said parties did further convey to the said Joseph Jones, his heirs and assigns, all those lots of ground contiguous, situate on the south side of Hamilton street, in Penn Township aforesaid, and marked in a certain plan of lots No. 4, 5, and 6; beginning at the distance of one hundred feet eastward from the east side of John street, and containing in breadth, on the said Hamilton street, sixty feet; and in length or depth, on the west line thereof, at right angles with Hamilton street, fifty-one feet four inches and one-eighth of an inch; and at right angles with the Upper Bridge road, fifty-one feet four inches and one-eighth of an inch; and on the east line thereof, at right angles with the said Hamilton street, sixty-five feet ten inches and a half; and at right angles with the said Bridge road, the depth of sixty-five feet ten inches and a half; bounded eastward and westward by ground of the grantees, southwestwardly by the said Bridge road, and northward by Hamilton street; to have and to hold, to the use of the said Joseph, his heirs and assigns, yielding and paying the yearly sum or rent of one hundred and twenty dollars, payable on the first days of July and January, to the said Jonathan and Thomas, their heirs and assigns: And whereas, the said parties did further convey unto Samuel Deal, of the Northern Liberties, in the county of Philadelphia, all that other lot in Morrisville, in Penn Township, beginning at the northeasterly corner of William street and the Upper Bridge road; thence southeastwardly along said road forty feet three inches to a corner; thence by other ground of grantors, northeasterly at right angles with same road, and to a corner on the southerly side of Biddle street; thence westerly along same street sixty-eight feet to William street; and thence southerly along the east side of William street, one hundred and thirteen feet six inches; to have and to hold to the said Samuel Deal, his heirs and assigns forever, to their use, yielding and paying the yearly rent or sum of eighty dollars to the said Jonathan and Thomas, their heirs and assigns, payable half-yearly on the first days of July and January: And whereas, the said parties did further convey to Mordecai Lewis, his heirs and assigns, all those two lots situate in Morrisville, in Penn Township, one of them beginning on the northeasterly side of the Upper Bridge road, at the distance of fifty-seven feet six inches, northwesterly from its intersection with William street, a corner, also, to a lot intended to be granted to Thomas Mervine; thence, extending by the same lot, northeasterly about one hundred and thirteen feet to an alley eighteen feet wide at its east end; thence along the same, northwesterly sixty-eight feet to a corner; thence by said alley, widened southerly, seven feet ten inches; thence by the same,

northwesterly twenty feet to a corner, in the line of ground intended to be granted to E. S. Sergeant and H. Sergeant; thence by the same, southerly ninety-one feet at right angles with, and to a corner on, the northeasterly side of the Upper Bridge road, and thence along the same one hundred and five feet; and the other of them, beginning at the southwesterly corner of William street and Hamilton street; thence along the west side of William street, southerly one hundred and fifteen feet to the aforesaid alley; thence along the same, northwesterly eighty-two feet two inches; thence by the said alley, northerly seven feet ten inches; thence by said alley, westerly twenty feet to a corner, in the line of said ground intended to be granted to H. and E. S. Sergeant; thence by the same, northerly ninety-one feet to a corner, on the south side of Hamilton street; and thence along said street, easterly one hundred feet; to have and to hold to the said Mordecai Lewis, his heirs and assigns forever, to their use, yielding and paying the yearly rent or sum of two hundred and sixty-two and a half dollars to the said Jonathan and Thomas, their heirs and assigns, payable half-yearly on the first days of July and January: And whereas, the said parties did further convey to Jonathan Williams, Esq., and Joseph Innes, of the county of Philadelphia, their heirs and assigns, all that lot situate in Morrisville, in Penn Township, beginning at the northwesterly corner of John street and Hamilton street; thence westerly along the northern side of Hamilton street one hundred and thirty feet; thence northerly, in a rectangular direction, parallel to John street, along other lots of the grantors, two hundred and eight feet to a stake, in the southerly side of a thirty-five feet wide lane running westerly from John street to Pearl street; thence in a rectangular direction eastwards, along the southerly side of said lane and parallel with Hamilton street, one hundred and thirty feet to the southwesterly corner of said lane and John street; thence southwards two hundred and eight feet along the western side of John street to its junction with Hamilton street; to have and to hold to the said Jonathan and Joseph, their heirs and assigns, to their use, yielding and paying the yearly sum or rent of two hundred and fifty dollars to the said Jonathan and Thomas, their heirs and assigns, payable half-yearly, on the first days of July and January: And whereas, the said parties did further convey unto the said Jonathan Williams and Joseph Innes, and their heirs and assigns, all that other lot situate in Morrisville, in Penn Township, beginning at the northeasterly corner of the northern of five brick houses situate on the western side of Washington street, two hundred and eleven feet distant southwards from the southwesterly corner of Hamilton and Washington streets, and thirty-six feet distant southwards from the southwestern corner of a thirty-five feet wide lane and Washington street; thence in a rectangular direction westwards by the N. wall of said brick house, and by other lots of the grantors, ninety-six feet to a sixteen feet

wide alley, parallel to Washington street, communicating with the aforesaid thirty-five feet wide lane; thence in a rectangular direction southwards along said alley and parallel to Washington street ninety feet, to a stake on the east side of said alley; thence in a rectangular direction eastward, parallel to said thirty-five feet wide alley by other lots of said grantors, and by the S. wall of the south of said five houses to the western side of Washington street ninety-six feet; thence northwards along the west side of Washington street in front of said houses, ninety feet; to have and to hold to the said Jonathan and Joseph, their heirs and assigns forever, yielding and paying the yearly rent or sum of ninety dollars, payable on the first days of May and November, to the said Jonathan and Thomas, their heirs and assigns, all the above-described property, being part of the hereinbefore-mentioned tract of land:

Now, therefore, know ye, that the said Thomas Morris and Sally, his wife, in consideration of ten thousand and four hundred dollars, have assigned and set over, and by these presents do assign and set over unto Henry J. Williams, Esq., his heirs and assigns, their above-mentioned moiety of the rents or yearly sums herein above more fully described; to have and to hold the same yearly rents in as large and ample manner and form as the said Thomas Morris may or ought to have and enjoy the same, together with all the rights and privileges of the said Thomas Morris therein, or in any wise thereto appertaining.

Witness our hands and seals the day and year above-written.

THOMAS MORRIS, [L. S.]

Sealed and delivered in presence of us,

H. WHARTON, [L. S.]
CHARLES SHIPPEN. [L. S.]

On the thirteenth day of March, one thousand eight hundred and eighteen, personally came before me, the subscriber, one of the Aldermen of the city of Philadelphia, Thomas Morris, in the within instrument of writing named, and acknowledged the same to be his act and deed, and desired the same to be recorded as such.

MAT'W LAWLER, *Ald'n.*

Received the consideration money above mentioned, the day and year above written. THOMAS MORRIS.

Witness,
CHARLES SHIPPIN.

Recorded in the office for recording deeds for the city and county of Philadelphia, in Deed Book A. M., No. 17, 533. Witness my hand and seal of office the 19th January, 1832.

A. M'CARAHER, *Rec'r.*

160. *December 7th*, 1820.

Dear Morris,—It is with pleasure I have to inform you of my being well, after a severe attack, which, though not of long duration, yet, for the time, very severe. Indeed, I almost despaired, at one time, of ever being relieved. It arose from a cold, which, having fallen on my kidneys, produced most violent spasms; nor was it till after the most severe remedies, and losing fifty ounces of blood, that the disease seemed for a moment to give way, continuing from about ten o'clock at night till five the next morning. Thank God, I am now well, though, as you may well imagine, very weak. Having thus given you an account of my health, I have also to inform you, that having received a letter from Mr. Walker, by which he informs me of his having joined a brother of his, at Glasgow, in the manufacturing line, and which compels him to ask of me the funds I hold of his, for which he has a security in Fairfield, and of which you are already informed, you having, I believe, the mortgage in your possession, *for his use*. Now, as it would not be very convenient for me, at this time, to pay this sum, and take up the mortgage; and as from Mr. Walker's letter, which I enclose you, that he seems to think it can be done through you, I have taken the liberty of consulting you, in the hope you may have it in your power to comply with his request, particularly as he seems to think, or rather would not ask it, but from the *understanding of some arrangement contemplated* betwixt *you* and *him*, *previous to his departure*.

He also, as you will observe, contemplates a separation on the first of January next, and, no doubt, will expect me to announce it, *at that period*, to the public. Here I also find a difficulty. I shall weigh it well before I determine, for, as you know, (if not I will now do so,) our partnership, in fact, has ceased for two years past; that is, I took all the property, and, on a settlement, agreed to give him, for his share of stock, $10,000. Now as, at the time, it was certainly an advantageous circumstance for Mr. Walker to get rid of all his interest in vessels, &c. &c., and which has since been verified, *as things have turned out*, and as no time was *fixed* other *than reserving the right*, whenever he chose, of making or announcing the dissolution, and that I, in the mean time, should continue *the name or firm of Mr. Walker for my use only*, I think I may be permitted to ask a *farther indulgence*, if I should think my interest (or indeed his *own also*) would be affected by making it known at this time; for, independent of other considerations, *in a mercantile point* of view, having some accommodation at the banks, though not much, say 8 or 9,000 dollars, it might create some *inquiry;* and unless I had the means of renewing and substituting my own name afterwards, when the novelty wore off, *produce difficulties*.

Besides which, although I will not *flatter myself* (there is another reason) as respects myself, I have had an *intimation*, in case

Mr. Morton resigns, (and which seems to be *the general opinion of the board he ought*, and Mr. Drinker, *who is friendly to me*,) that I may be *elected*. The only difficulty in the way is Mr. D. Smith, who has priority as an old member, but who is not liked; indeed, I believe some of the directors have continued Morton, from a fear that he would, from seniority, expect it. The thing is in train, and some of his friends finding he would accept it, more, as he says, for the *honour*, than *any profit;* yet being very mean, and although rich, his friends seem to think *interest* has something to say to it. They, however, are endeavouring to dissuade him from it; and that not wanting it, his *health* might be affected, and that he ought not, at his time of life, have either *his mind or his time* interrupted, but ought to be at ease; and by gratifying his vanity by telling him he no doubt *has the best claim*, yet making a *virtue* of necessity, had better decline, for the reasons given. M'Callmont, who is his friend, and is anxious I should get it, has been, I believe, more candid, by telling him he might not be unanimously chosen, on the ground that the bank requires some active person; and besides which he ought not, situated as he is, have his time or pleasures curtailed in the smallest degree.

Under all these circumstances, I shall like to hear from you, and whether, should I determine not to announce the dissolution, and as it cannot be in any way injurious to Mr. W., *whether* I should act wrong by the continuing it at least six months longer, or until this point is determined as respects Mr. Morton, which will be on the 10th January next.

Besides which, Mr. Walker's contemplated arrangement or partnership with Mr. Curwen is at an end; which, if it had gone into effect, might have made it more necessary that he should be disengaged from me before he could, or Mr. Curwen would, be willing to join him. Knowing also this fact, and believing, by Mr. Walker's establishing himself in Liverpool or Glasgow, and the firm continuing, some business might be done, I wrote him to this effect, as has also M'Callmont, as well as his other friends, and that letter he has not yet received; but you will observe that he seems to anticipate some business might be done at Glasgow as a commission merchant, and with which the business of his brother would not interfere.

Let me hear from you fully, as the time is drawing nigh. The £500 which he speaks of, I shall remit him, which will meet his present engagement, and prevent any embarrassment until he hears from me, as you will see, by his letter, he is determined not to go farther till then.

I wish my health was good enough to come on for a few days. To ask you, unless you might desire it, would be asking too much; all I can say is, having *no one* with whom I can *confer* with so *unreservedly as yourself*, it would afford me pleasure to pass a *few hours together*. In the mean time I remain,

Yours, H. NIXON.

Of course, this is entre nous, no one being aware how I am situated but yourself and my wife, who naturally feels anxious, and wished me also to write you, particularly as respects Mr. Walker, and advise how I ought to act as respects him, and what concerns him.

The three following letters were called for by the respondent, and produced by the complainant.

161.—XC.—From Henry Nixon to Thomas Morris, Esq.

Philad'a, Feb'y 21st, 1829.

My Dear Sir,—I have this moment received a letter from Mr. Sterritt, of Baltimore, stating that you had been ordered, by one of the creditors of Mr. Hand, to account for your administration. That as one of his sureties, *that* he, Mr. Sterritt, has been called upon, as you did not reside in the State. That he had advised you of these proceedings, and urged your compliance with the summons of the courts. And that in answer to your question, "you would appear at the appointed time, and that you did not." And in reply to another day named by the court, you wrote "February 14—I was fully assured, when I wrote to you last, that I should have been enabled to make an arrangement now which would have furnished me with the means of settling the business in Baltimore, and cancelling your suretyship for me. It is with the utmost pain and regret that I have now to inform you that I have altogether failed in the success which I had promised to myself. I am so situated here that it is impossible for me to leave the city."

In consequence of which it has exposed Mr. Sterritt to a suit and a certain judgment for a large amount—I know not exactly how much, as Mr. Morris, he states, never communicated with me on the subject. "Under these circumstances I look to you for redress and indemnity, in virtue of your letter of the 18th March, 1818, in which you promise and agree to indemnify me against all loss or injury I may sustain in consequence of having become surety for Mr. Morris." I need not add, that this letter received from Mr. Sterritt has not only astounded me, but I am unable even to make a reply. I therefore write you immediately, as I have no recollection of the letter to which he alludes having the bearing which it now appears it may have, and trust you will advise me immediately on the subject, for its receipt has completely knocked me up; and which, I trust, you will yet be able to afford me some relief in its explanation or application.

Yours, H. NIXON.

Do not fail to write to me immediately, as I shall feel all anxiety until I hear from you on a subject so interesting to me and my family; and which, as respects your sister, I shall hardly know how to inform her other than by handing her Mr. Sterritt's letter.

162.—XCI.—From Henry Nixon to Thomas Morris, Esq.

Monday.

Dear Sir:

Your letter is received, and I feel most sincerely for the situation in which you are placed. Mr. Sterritt has just sent me a copy of the bonds given, which appear to be for 20,000 dolls., with an inventory of some boards received, amounting to about 500 dolls., which appear to have belonged to Mr. Kane, as the only personal property.

You state in your letter that you've accounted to the estate of A. Kane for the full amount that you have received, but do not say how much that is. Pray let me know. And is it not possible, as you paid the money on notes of Mr. John Kane, on which you were indorser, given for the *use* of Archibald Kane, that you could, by reference to his books, show that the money had been applied for the benefit of A. Kane. It does appear to me that if you paid notes of Mr. John Kane's, given to the insurance company for the use of his brother Archibald, it would be a fair set off; and which, by reference to the books and papers of Mr. John Kane, might be shown; and that you had *no interest* but for the use of Messrs. John and Archibald Kane. At any rate send me the amount of property of Mr. A. Kane received by you as administrator, as it is necessary for me to have every information, that I may determine what I am to do, and which can only be done by knowing precisely how I stand.

Yours,

H. NIXON.

I am truly sorry for the accident to your arm. For Heaven's sake take care of yourself, and whatever may happen, endeavor to relieve yourself by attending to it particularly; and no account do any thing which might for a moment retard its being cured, from what I have wrote; for I trust you know me too well intentionally to say or do any thing that should give pain, whatever my own feelings may be.

164.—CXII.—From Henry Nixon to Thomas Morris, Esq.

Tuesday.

Dear Sir:

I wrote you by yesterday's mail a letter in great haste,—since which I have seen Mr. Binney—having also received a letter from Mr. Sterritt sending me a copy of the bond given by you, with an inventory of boards belonging to the estate of Archibald Kane amounting to $500. The bond is for 20,000 dolls. Mr. Binney says it is impossible for me to do any thing until I know from you what *sum* you have received. You say in your letter that you are accountable to the estate for the *full amount*. Do you mean that

you have received an amount equal to the present claim made by one of the creditors of 8000 dolls., or have you received the full amount of the bond given—say $20,000.

As I wish to be informed precisely, you will confer a favour on me by stating *the amount you have received*, and for which *you* or *your sureties* are liable, to enable me to determine what I am to do. It is all-important to be informed on this point. Mr. Binney also notices that you paid notes indorsed for Mr. John Kane, which were for the use of Mr. A. Kane, or rather that Mr. A. Kane was indebted to Mr. John Kane. They might perhaps be made a set off; and although Mr. J. Kane is dead, his books or papers might give some information as to the sum Mr. A. Kane owed him; or applying to the insurance, you will be able to ascertain the amount you paid J. Kane, by taking up the notes on which you were indorser, *but* for his use. I mention these circumstances, as you state in your letter that Mr. John Kane died suddenly, without your being able to have procured from him any evidence of the debts due by him to his brother. Whether these remarks may avail any thing or not, is for you to determine. They were suggested by Mr. Binney, and I therefore give you them, as they are intended to lessen, if possible, the liability of your sureties. For certain it is, if the money received by you has been applied to pay any deficiencies of A. Kane, brother to Mr. John Kane, or yourself, is a subject of consideration, how far the amount be charged against the assets received by you as *administrator*.

I sincerely regret your serious indisposition and the difficulties you labour under. I hope, however, you will soon obtain relief by the care and attention practised by you, and to you that it was not my intention, by any observations made by me in relation to this unfortunate business, to give you pain or to convey reproach. With this assurance, pray let me know as soon as possible the amount for which you are liable, that I may be enabled to do the best I can; for to describe to you my feelings while things remain as they now do, is more than I am able to do.

Yours,

H. N.

Abstract of Deed.

Dated 20th day of April, 1828—Recorded May 5th, 1828—Consideration $67,500.

Thomas Cadwalader, and Mary, his wife, Henry Nixon, and Maria his wife, and Henry J. Williams, and Julia R., his wife—To the Mayor, Alderman and Citizens of Philadelphia:

Conveys all that tract of land, situate formerly in Penn Township, but now in the District of Spring Garden, beginning at the

junction of the south line of Francis street and the river Schuylkill, at low water mark, thence along the south side of Francis street easterly, crossing the Water Canal Bridge and Pearl street, to ground said to belong to Henry Molier, at the distance of two hundred and twenty feet or thereabouts from John street, thence southerly along the western boundary of said Molier's ground one hundred and sixty-two feet seven inches to the south-westerly corner thereof, thence south-easterly still by the said Henry Molier's ground about sixty-eight feet seven inches, more or less, to the north side (*line*) of a thirty feet wide street called Molier street, thence south seventy-eight degrees ten minutes east along the north line of said Molier street one hundred and fifty-eight feet, more or less, to John street, thence southerly along the west line of John street to a stone at the south-west corner of Hunter and John streets, corner to ground belonging to the said the Mayor, Alderman and Citizens of Philadelphia, thence southerly in the line of the said ground of the Mayor, Aldermen and Citizens of Philadelphia and the west side of John street to the present north line of Morris street, thence still southerly, crossing Morris street, along the west line of John street, and crossing a thirty-five feet wide street called Biddle street, to a point at a distance of two hundred and eighty feet north of the Upper Ferry road, thence westerly along the south side of Biddle street and by ground of Joseph Innes and others, parallel with Hamilton street four hundred feet to the east side of Pearl street, thence southerly along the east side of Pearl street by the said ground of Joseph Innes and others to the Upper Ferry road, thence north-westerly along the Upper Ferry road to ground of the Managers and Company for erecting a permanent bridge over the river Schuylkill at or near where the floating bridge is at present situate, and known by the name of the Upper Ferry, thence northerly by the said last mentioned ground to the south side of Morris street, thence westerly along the south side of the said Morris street to the river Schuylkill at low water mark, and thence northerly along the low water mark of the said river Schuylkill to the place of beginning.

165. Circuit Court of the United States,
For the District of Pennsylvania.

Thomas Morris, a citizen of the State of New York,
vs.
Henry Nixon and others, citizens of the State of Pennsylvania.

State of New York, *City and County of N. Y. ss.*

S. Walker, of the city of New York, being duly sworn, deposeth and saith, that this deponent was a Teller in the Bank of New

York, in the city of New York, on the 16th day of January, 1818, and that he is still in the employ of said bank as a Teller.

And this deponent further saith, that there was deposited in the Bank of New York, on the 16th day of January, 1818, five hundred dollars, to the credit of Nixon & Walker, as stated in the annexed certificate of deposit, signed by this deponent at that time.

And this deponent further saith, that at the request of Thomas Morris, he has examined the books of the Bank of New York, and that he found the entries in said books to correspond with the certificate of deposit for five hundred dollars, certified to as aforesaid.

S. WALKER.

Sworn to before me the 20th day of April, 1840.

N. RAPALYI, *Comm'r of the Circ't and Dist. Courts U. S. for the southern Dist of N. Y.*

Bank of New York, Jan. 16, 1818.

Thomas Morris, Esq., has this day deposited in the bank five hundred dollars to the credit of Nixon & Walker.

S. WALKER, *Teller.*

500 Dollars.

CIRCUIT COURT OF THE UNITED STATES,
For the District of Pennsylvania.

THOMAS MORRIS, a citizen of the State of New York,
vs.
HENRY NIXON and others, citizens of the State of Pennsylvania.

STATE OF NEW YORK,
City and County of New York, ss.

A. P. Halsey, Cashier of the Bank of New York, being duly sworn, deposeth and saith, that an original check, of which the following is a copy, is now in the possession of said bank; and that it appears from the books of said bank that the five hundred dollars, in said check named, was passed to the credit of the Bank of North America.

A. P. HALSEY, *Cashier.*

Sworn to before me the 20th day of April, 1840.

N. RAPALYI, *Comm'r of the Circ't and Dist. Courts U. S. for the southern Dist. of New York.*

Dollars 500.

Philadelphia, Jan. 15, 1818.

At sight pay to the order of Mr. Henry Drinker five hundred dollars, for value received.

Signed,

NIXON & WALKER.

CHARLES WILKES, Esq.,
Cashier of the Bank of New York.

166. Deed dated 9 Feb'ry, 1814.

Henry Foxall to Thos. Cadwalader and Henry Nixon. Consideration $16000.

Grants square on north side Vine street, fronting on said Vine street 400 feet, and in depth 498 feet 6 inches, bounded southward with Vine street, eastward with Schuylkill Front street, northward with Callowhill street and E. with Washington street.

167. To all to whom these presents shall come, Henry Nixon, of the County of Philadelphia, Esq., sends greeting: Whereas, by an Indenture tripartite, dated the 2nd day of January, anno Domini, eighteen hundred and twelve, made between Henry Drinker, William Waln, and Timothy Paxon, of the first part, the President, Directors and Company of the Bank of North America, of the second part, and Jonathan Williams and Thomas Morris, of the third part; the said parties of the first part, for and in consideration of one dollar to them in hand paid by the said parties of the third part, and for and in consideration of twenty thousand dollars, paid by the said parties of the third part to the parties of the second part, and of the further sum of sixty thousand dollars, secured to them by bond, and mortgages on the thereby granted premises, did, with the consent and approbation of the said parties of the second part, testified by their being parties thereto, grant, bargain, sell, alien, enfeoff, release, and confirm to the said parties of the third part, all that messuage and tenement and westermost part of Springetsbury farm, situate, bounded and being, as is therein particularly set forth, containing one hundred and forty-two acres, and nine poles, be the same more or less: excepting thereout and therefrom, certain parts and portions in the said indenture, and in a draft or plan thereunto annexed, particularly described and distinguished, and certain rights and privileges to the said excepted parts belonging; and excepting also, if any there be, certain rights of the Delaware and Schuylkill Canal Company, under and subject to the payment of the sum of sixty thousand dollars as aforesaid, with interest thereon, in the manner and at the times therein particularly set forth and expressed; to have and to hold, to the said parties of the third part, their heirs and assigns, in equal moieties

as tenants in common, and not as joint tenants, as by the said indenture, recorded at Philadelphia, in deed book, J. C., No. 19, page 224, &c., reference being thereunto had, will more fully and at large appear.

And whereas, the said Thomas Morris being seised in fee of an undivided moiety of the said premises, did on the twenty-fifth day of May, anno Domini eighteen hundred and twenty, by an instrument of writing under his hand and seal, declare, grant, and agree to and with David Walker, of the city of Philadelphia, and Henry Morris, of Patterson, New Jersey, that at the time of the purchase of the said tract, or parcel of land, it was understood and intended that one fourth of the said undivided moiety, granted and conveyed to the said Thomas Morris, should be by him had and held, for the benefit and advantage of his sister Maria Nixon, wife of the said Henry Nixon; subject, however, to the payment of a proportionable part of the original cost with interest thereon, and to a proportionable part of such expenditures as might be made on the said property, with a view to benefit the same, with interest thereon. And therefore, he the said Thomas Morris, for himself, his heirs, executors, and administrators, did covenant, and agree to and with the said David Walker, and Henry Morris, and with the survivor of them, that at any time after the payment of all debts, due for the original cost, and subsequent improvement of the above mentioned estate, together with the interest thereon, either from sales of part of the property, or of the advantages belonging to the same, or by payments made by the said David Walker, and Henry Morris; he the said Thomas Morris would convey to them, the said David Walker and Henry Morris, and the survivor of them, in trust for the said Maria Nixon and her children, and for their sole and exclusive benefit, the one fourth part of the property that may remain after the above payments, and of all and every advantage appertaining to the same.

And whereas, at the time of the execution of the said first above recited indenture, the said Henry Nixon was, and continued to be interested with the said Thomas Morris, in the said purchase, to the extent of three sixteenth parts of the whole, or three eighth parts of the moiety, conveyed to the said Thomas Morris, that is to say: that the said Henry Nixon was interested in the said purchase, to the extent of two sixteenth parts of the whole, or two eighth parts of the moiety, for and on account of his said wife, Maria Nixon, and in one sixteenth part of the whole, or one eighth part of the moiety, for and on his own private account, so as to be entitled to the benefits, and subject to the obligations of said purchase in that proportion, but the legal estate of the whole of said moiety has remained in the said Thomas Morris. And whereas, the said Henry Nixon, well knowing the tenor and effect of the above recited declaration of trust, made by the said Thomas Morris, did agree with the said Thomas Morris, for the purchase of all his interest in

the said moiety, being five sixteenth parts of the whole premises, or five eighth parts of the said moiety:

And whereas, the said Thomas Morris, by indenture, dated the twenty-eighth day of May, anno Domini, eighteen hundred and twenty-two, granted and conveyed to the said Henry Nixon, the said undivided moiety, of and in all the lands and tenements, in and by the first above recited indenture granted and conveyed to Jonathan Williams and Thomas Morris, as tenants in common, excepting therefrom and thereout, such parts thereof as had been theretofore sold and conveyed, as by the said indenture, recorded at Philadelphia in deed book J. H., No. 5, page 254, &c., reference being thereunto had, will more fully and at large appear.

Now therefore, know ye, that the said Henry Nixon doth hereby declare and acknowledge, that no consideration whatever was paid, or to be paid by the said Henry Nixon, to the said Thomas Morris, for or on account of the grant and conveyance of the one fourth part of the said moiety, to him the said Henry Nixon; and it was at the time of the execution of said indenture, last above mentioned, expressly understood and agreed, that the same should be held by the said Henry Nixon, under and upon the trusts and for the uses and purposes specified and declared in the before recited declaration of trust, made between Thomas Morris, and David Walker; and Henry Morris, and the said Henry Nixon, for himself, his heirs, executors and administrators, doth hereby covenant, grant, and agree, to and with the said David Walker, and Henry Morris, and to and with the survivor of them, and the heirs, executors, and administrators of such survivor, that he the said Henry Nixon, his heirs, executors, and administrators, shall and will stand, and be seised of, and interested in the said one fourth part of the undivided moiety granted and conveyed to him, by the said Thomas Morris, in and upon the following trusts, and for the following purposes, and for no other uses, trusts, interests, or purposes whatever, that is to say: in trust to sell, assign, transfer, and convey in fee simple, or for any less estate, the whole or any part of the said one fourth of the moiety aforesaid, and to make good and sufficient titles to the purchasers for the same, and with the proceeds to pay off and discharge a proportionate part of the debts due, or to grow due, for or on account of the original purchase money, and the interest thereon, and for and on account of the expenditures made or to be made, with a view to benefit and improve the property aforesaid, and the interest thereon, and upon the further trust, from and after the full and complete payment, of all such debts now due, or hereafter to become due, with interest thereon, to assign, transfer, and convey, all the remainder of the said fourth part of the said moiety of the premises above described, or the proceeds thereof, to such person, or persons as the said Maria Nixon, by any deed or writing, under her hand and seal, executed and delivered in the presence of at least one credible witness, notwithstanding her

coverture, and to have the same force and effect as if she were sole and unmarried, shall direct, limit, and appoint, and to his or their heirs and assigns, to the use of such person, or persons, their heirs, and assigns, in trust for the sole and separate use of the said Maria Nixon, her heirs and assigns forever. And in default of any direction, limitation and appointment as aforesaid, then to transfer, assign, and convey all the said remainder of the said fourth part of the said moiety of the premises aforesaid, to the said David Walker, and Henry Morris, and the survivor of them, and the heirs and assigns of such survivor, to the use of the said David Walker, and Henry Morris, and the survivor of them, and the heirs and assigns of such survivor, in trust for the sole and separate use of the said Maria Nixon, her heirs and assigns.

In witness whereof, the said Henry Nixon, has hereunto set [L. S.] his hand and seal, this ninth day of October, anno Domini, eighteen hundred and twenty-five. A. D. 1825.

H. NIXON.

Witness—JOHN HOCKLEY,
GEO. C. CLINTON.

Before me, the subscriber, one of the aldermen of the city of Philadelphia, personally appeared on the 27th day of February, A. D. 1829, Henry Nixon above named, and acknowledged the above indenture to be his act and deed, and desired that it may be recorded as such.

Witness my hand and seal,

WILLIAM MILNOR, [L. S.]
Alderman.

(Copy.)

Summary of Deeds and Amounts subsequent to the 28th of May, 1822.

Name.	D. B.	No.	Page.	Amount.	Date.
Thomas Chipman,	A. M.	30	666	$375	Sept. 24, 1830
Henry Moliere,	"	72	100	3,666 67	Oct. 29, 1832
Hezekiah S. Miller	S. H. F.	10	50	625 00	June 27, 1835
" "	"	10	38	625 00	" " 1836
H. Elsegood,	A. M.	70	557	625 00	Nov. 25, 1835
Thos. Carran,	S. H. F.	15	73	675 00	Mar. 21, 1837
Paul Bremond,	"	26	444	625 00	Nov. 25, 1834
Jesse Harris,	"	26	368	300 00	Sept. 27, 1831
Paul Bremond,	"	14	197	625 00	Nov. 25, 1834
Hezekiah S. Miller,	"	10	46	625 00	June 27, 1835
William Lloyd,	"	2	596	12,000 00	April 9, 1836
Isaac Bedford,	"	17	170	4,166 67	Jan. 1, 1835
Paul Bremond,	"	14	200	625 00	Nov. 25, 1834
Hezekiah S. Miller,	"	10	42	625 00	June 27, 1835
" "	"	10	34	625 00	" 27, 1835
" "	"	10	54	625 00	" 27, 1835
James Stonehill,	"	27	587	600 67	Nov. 28, 1838
Hezekiah S. Miller,	"	10	58	625 00	June 27, 1835
Paul Bremond,	"	14	203	625 00	Nov. 25, 1834
Hezekiah S. Miller,	"	10	62	625 00	June 27, 1835
Stephen Simmons,	"			566 67	Nov. 1, 1834
Peter A. Browne,	A. M.	75	643	5,750 00	May 12, 1836
Paul Bremond,	S. H. F.	14	207	625 00	Nov. 25, 1834
" "	A. M.	75	1	625 00	" 25, 1834
John Murray,	S. H. F.	15	698	600 00	Sept. 5, 1837
Robt. W. Richardson,	"	16	147	3,333 34	May 29, 1837
Mayor, Aldermen and Citizens,	G. W. R.	2	723	12,000 00	July 14, 1824
Thomas Malon,	"	25	466	666 66	Jan. 1, 1825
Wm. Linn,	"	37	273	3,333 34	" 1, 1830
David Ireland,	A. M.	4	13	2,250 00	" 1, 1830
James Burke,	"	4	463	2,250 00	Dec. 28, 1830
Wm. Linn,	"	4	466	3,333 34	Jan. 1, 1830
Geo. Johnson,	"	5	128	733 33	" 5, 1829
John Jones,	"	8	126	666 66	April 30, 1828
James Wilson,	"	8	382	400 00	Sept. 2, 1830
John J. Smith,	"	14	548	9,000 00	Oct, 25, 1831
Joseph Hartshorne,	"	14	585	2,000 00	Oct. 25, 1831
William Linn,	"	16	692	666 66	Sept. 27, 1831
Geo. Clark,	"	19	679	450 00	Feb. 11, 1831
Wm. Linn,	"	20	687	750 00	Sept. 24, 1830
Samuel O'Neil,	"	26	651	425 00	June 9, 1832
James Wilson,	"	27	154	400 00	Sept. 2, 1830
Henry Carr and others	"	27	593	2,000 00	May 4, 1832
Thomas Chipman,	"	30	666	375 00	Sept. 4, 1830
John R. Coats,	"	35	591	9,000 00	Oct. 24, 1831
William M'Devitt,	"	43	30	700 00	Jan. 1, 1830
Joseph Wilson,	"	43	91	375 00	Sept. 17, 1833
Wm. S. Bedford,	"	43	654	666 66	April 30, 1828
George Clarke,	"	45	522	266 67	May 4, 1832
James Carney,	"	45	672	533 33	" 4, 1832
" "	"	45	676	750 00	" 4, 1832
Hugh Osborn,	"	54	220	600 00	Oct. 29, 1832
Hugh Groves and others	"	54	763	2,950 00	May 4, 1832
Andrew M'Bride,	"	56	10	3,466 75	Jan. 14, 1834
Dennis Creedy,	"	56	334	500 33	Feb. 9, 1835
Hezekiah S. Miller,	"	58	298	625 00	Jan. 1, 1635
Western Bank,	"	65	205	3,300 00	May 12, 1835
Henry Hollingsworth,	"	68	361	2,166 67	Sept. 17, 1833
D. Vail,	"	68	532	not specified	Dec. 27, 1835
William Lloyd,	"	69	131	15,000 00	Oct. 1, 1835
H. Elsegood,	"	70	555	625 00	Nov. 25, 1830
H. J. Williams,	"	23	135	18,000 00	Feb. 7, 1829
" "	"	23	137	15,000 00	Jan. 8, 1829
H. Elsegood,	"	70	557	625 00	Nov. 25, 1830
				$158,259 42	

RECAPITULATION.

Sales made prior to the 28th of May, 1822.

Sales as per Nixon's letter, marked D, dated 20th Jan. 1815 - -	$62,708 00
Sale made to the City in 1819, -	16,666 66
Sale made to the City in 1820, -	4,380 00
Total received prior to 1822, -	$83,754 66

Sales made subsequent to the 28th of May, 1822.

On record as per abstract of deeds herewith annexed, - - -	$158,259 42	
Sale made to the City in May, 1828,	67,500 00	
	$225,759 42	
Total *prior* to 28th of May, 1822, - - -		$83,754 66
Total subsequent to the 28th of May, 1822, -		225,759 42
		$309,514 08

March 23, 1821.

No. 6360.

Received from John Bacon, Treasurer of the Corporation, four thousand three hundred and eighty dollars, in full of principal and interest of a ground-rent deed, or articles of agreement between the Watering Committee and myself and others, dated May 24, 1820, for certain ground therein referred to, situate near the works at Fair Mount.

(Signed,) HENRY NIXON,
Agent Morrisville Estate.

I certify the above to be a correct copy.

WM. STEVENSON,
For City Treasurer.

Mr. Thomas Morris in account with Nixon & Walker.

1820.		DR.
Jan. 31st,	To cash paid, insurance, &c. on a box sent to New York per mail, - - - -	$00 75
Feb. 2d,	To cash paid discount at Bank North America,	32 00
April 10th,	To cash paid on account of his note and discount, - - - - - -	525 42
Aug. 10th,	To cash paid discount, - - - -	53 34

Oct. 13th,	To do. do. - - - -		$26 67
1821.			
Jan. 16th,	To cash paid discount, - - - -		26 67
Feb. 20th,	To do. do. - - - -		26 67
April 19th,	To do. do, - - - -		26 67
			$718 19

1820.			CR.
Jan. 1st,	By balance due him, - -	$51 00	
April 9th,	By his check on Mechanics' Bank, New York,	$500 00	
			551 00
			$167 19

E. E. NIXON & WALKER,
Per JOHN HOCKLEY.

Philadelphia, June 8th, 1821.

Philadelphia, June 8th, 1821.

Sir,—Mr. Nixon being much engaged, desires me to inform you that your note for $2500 falls due 21-23d instant, and also to hand you a statement of your account.

Very respectfully, your obedient servant,
JOHN HOCKLEY.

THOMAS MORRIS, Esq.

Philadelphia Feb. 19th, 1822.

Sir,—As Mr. Walker is desirous of having the accounts of the late firm closed, I beg leave to hand you a statement of moneys paid for discount on your account, and will be obliged by your remitting the same as soon as convenient to you.

I am, respectfully, your obedient servant,
JOHN HOCKLEY.

THOMAS MORRIS, Esq.

1821.			
Jan. 16th,	Balance of account rendered, - -		$113 85
March 14th,	Cash paid discount, - - - -		26 67
May 4th,	Do. do. - - - -		26 67
July 27th,	Do. do. - - - -		26 67
Sep. 15th,	Do. do. - - - -		26 67
Nov. 8th,	Do. do. - - - -		26 67
Dec. 31st,	Do. do. - - - -		25 42
			$272 62

The dates above are the dates of entry in the books; the discount was paid before. There are two notes to be paid on the 20th and 22d inst.; the discount on which will be charged when paid.

Philadelphia, January 31, 1823.

Sir,—Your note will become due on the 6th February, for $2100. I will be much obliged by your forwarding Mr. Nixon your signature in time for the renewal of it.

I remain, respectfully,
Your obedient servant,
JNO. HOCKLEY.

THOMAS MORRIS, Esq.

Philadelphia, May 8, 1823.

THOMAS MORRIS, Esq.

Sir,—Your note for $2500 will become due on the 12th inst. I will be obliged by your forwarding your signature in time.

I remain, respectfully,
Your obedient servant,
JNO. HOCKLEY

Philadelphia, Dec. 16, 1823.

Sir,—Your note for $2100 will become due on the 18th inst.; renewal of note on account of the Hill's Estate. Will you please send your signature in time?

I remain, respectfully,
Your obedient servant,
JNO. HOCKLEY.

Philadelphia, Feb. 11, 1824.

Sir,—Your note for $2100, renewal on account of the Hill's Estate, at the Bank of North America, will become due on the 19th inst. Will you please send on your signature in time?

Your obedient servant,
JNO. HOCKLEY.

Philadelphia, March 13, 1824.

Sir,—Your note for $2500 will become due on the 22d inst. Will you be pleased to send on your signature in time?

Your obedient servant,
JNO. HOCKLEY.

A.—LXIV.—Depositions of witnessess produced, sworn or affirmed, and examined at the office of Thomas I. Wharton, an examiner appointed by the Circuit Court of the United States, in a certain cause there depending in equity, wherein Thomas Morris is complainant, and Henry Nixon and others are defendants, on Tuesday the 24th day of September, A. D. 1839, and by adjournment at subsequent days and times.

James S. Caldwell, of the city of Philadelphia, aged about forty-

five years, gentleman, being duly sworn on the part of the defendant in this case, deposes as follows:

My brother and myself inherited from my father a place called Springetsbury. The property was situated between Morris street and Callowhill street, and between Second street from Schuylkill and Fourth street from Schuylkill. My brother and myself sold to William Lehman a square of ground, where the Preston Retreat is now building—I cannot say exactly what the sum was. The deed will show what it was. The amount stated in the deeds, that we executed to purchasers, was the true consideration; and such is the case with respect to deeds executed by myself alone. They were bona fide sales. I expect that the deeds bore the dates of their actual execution.

Being cross-examined on the part of the complainant, the witness says:—There was a number of other purchasers from my brother and myself—William Lehman for one—Messrs. Robert and Thomas Earp were others. I also sold to Marinus W. Pike two lots, perhaps more. I also sold a lot to Henry L. Coryell. He sold to William Lehman. We sold also to Mr. Nixon and Mr. Williams. I cannot tell exactly when these sales were made. They were all more than ten years ago, excepting one which had an old house on, which I believe was sold within ten years. They were sold within a short time of each other—a less time certainly than fifteen years ago. I am not certain, that Mr. Coryell sold to William Lehman, but believe that he did. I speak from a pencil memorandum on a draft of the property, which I made.

JAS. S. CALDWELL.

Deposition taken, reduced to writing, and by the witness subscribed and sworn to, this 24th September, 1839, before me,

T. I. WHARTON, *Examiner.*

B.—LXV.—Robert Earp, of the city of Philadelphia, merchant, aged forty-nine years and upwards, being duly affirmed on the part of the defendant, deposes as follows:

I purchased a square of ground on the south side of Callowhill street, in company with my brother. It was between Vine and Callowhill and Second and Third streets from Schuylkill. I bought seven-eighths of the square in June, 1827; the other eighth in October, 1828. The first seven-eighths I bought at public sale at the Coffee-house. The property was put up with the auctioneer reading a description of one lot and its size, with the privilege of taking the remaining six-eighths. Each lot contained one-eighth. It was not an undivided interest. I did not go to the Coffee-house for the purpose of purchasing the property, and knew nothing about it when I went there. From the description and size, it struck me it could not be dear at seven hundred dollars a lot, at which it was standing,

and I bid ten dollars more, and it was struck down to me. The auctioneer told me I had the privilege of taking one, two, three, or the whole—having the privilege of selection as being the first purchaser. The matter was entirely new to me. I besitated some time, and while hesitating a person came up to me and advised me to take the whole. I did so. The square is four hundred and ninety-five wide east and west. I am not so certain about the length north and south, but believe it is upwards of five hundred feet. It has Wood street running through the centre. I think it has five hundred and five feet without Wood street, which is forty feet wide. I own a square in connexion with my brother on Hamilton street—the north side of Hamilton street, which is the next street north of Callowhill street, between Third and Fourth streets from Schuylkill. We made a purchase of rather more than three quarters of that square in October, 1827. We bought in March, 1828, fifty feet, part of the same square, of Henry L. Coryell. The whole square cost us five thousand five hundred and eighty dollars. The last purchase, which was not quite a fourth of a square, had a brick house and stable. It was next to the square on which the Preston Retreat is, which belonged to Mr. Lehman. The deeds, which we received for the property purchased, contained a true statement of the consideration. I compared them with the money paid, so that there could be no mistake about it. The deeds were dated at the time of their execution. In 1821 and 1822, property generally in the city and neighbourhood was at a very low price. I answer the question from general knowledge merely. I can give one instance. In 1821 I think I bought a property in Market street, corner of Biddle's alley, just below Third street, for nine thousand dollars, sixteen feet on Market street, by one hundred feet in depth, having the advantage of an eight feet alley alongside, running from Market street to Elbow lane, which runs into Third street and Bank street. Property began to rise soon afterwards, and we have been offered thirty thousand dollars for this lot. We put up a new building, which cost about four thousand five hundred dollars. We bought it of Mr. Charles N. Bancker, who acted as agent for his relation, Mr. Talbot, of New York.

Being cross-examined on the part of the complainant, the witness says:—We paid fifteen hundred dollars for the remaining eighth of the square which I first spoke of. That eighth was at the corner of Schuylkill Second and Vine streets, and was bought in October, 1828, at private sale. We were desirous of possessing the whole square. I don't remember any sales of lots on the north-west side of the city in 1821 or 1822. I had no knowledge of that property, or property in that direction, when I went to the sale. In fact I thought it must be some hills or places to cut down, that would be expensive. I thought there must be some disadvantage about the lots, that was the reason why they were sold at so low a price, according to their size and description. There were a parcel

of hills in that neighbourhood, which at that time were thought to be detrimental, but turned out differently.

Being again examined on the part of the defendant:—The lot of which I first spoke, that south of Callowhill street, was a beautiful lot, rather lower than the regulation. I think, Wood street has to be filled up two or three feet, which I think is an advantage, as it saves the necessity of removing the earth away from the cellars. It had never been excavated when we bought. It was in its natural state. Neither Callowhill street nor Vine street had been paved when we purchased. Notice had been given by the commissioners, that they were about to pave it, which was one reason I think why Mr. Caldwell sold the property. In the district of Spring Garden the owners pay for paving the street. In the city I believe the corporation pay for paving. I know, that we have been called upon only for curbing and paving the footways. I have understood that the city extends to the curbstone on the north side of Vine street.

Being again cross-examined, the witness says:—We sold this square on Callowhill street for twenty-five thousand dollars—I think about three years after we purchased it.

The ground is, I believe, exactly according to the regulation on Vine street. On Callowhill, I think, it is rather too low—perhaps nearly the same as on Wood street—probably two or three feet below the regulation. It is very nearly level with the square. It is an uncommonly fine square of ground. We purchased a lot on the north side of Callowhill street, commencing at the north-west corner of Schuylkill Third street, running half-way to Second—two hundred and forty-seven feet six inches in front, and back to what was then called half-way to Hamilton street. At that time the railroad street was not opened. It extends now to the Pennsylvania Avenue. We gave twelve hundred and twenty-five dollars for this lot in September, 1827. There were high hills on this lot. A person shortly afterwards applied to us to know on what terms we would sell him the stone and gravel in the lot so as to level it. He agreed to give us eight hundred dollars for the materials—about the same price that Mr. Williams got for his materials. We did not get the whole sum. The individual did not work it out. I believe we got about four hundred dollars for the materials. We bought this lot of the Caldwells. We paid the price they asked us. We sold this lot at different periods, for ground-rent in part, and different prices. The last sale I believe was in 1835. We got about sixteen thousand two or three hundred dollars for it.

ROBT. EARP.

Deposition taken, reduced to writing, and by the witness subscribed and sworn to, this 24th of September, 1839, before me,

T. I. WHARTON, *Examiner.*

C.—LXVI.—George M'Callmont, of the county of Philadelphia, manufacturer, aged about seventy-three years, being duly sworn on the part of the defendant, deposes as follows:

I recollect soon after Mr. Nixon purchased Mr. Morris's share of the Fairmount property, in conversation, which as well as I recollect was about in 1823, with Mr. Nixon, he stated the circumstance to me of his having made this purchase, and offered me an interest in it of one-half on the same terms that he had purchased it of Mr. Morris, which I positively declined having any thing to do with. I had not then looked at the property. Subsequently, one day after dining with Mr. Nixon, I walked over the property with him, and as well as I recollect, he again made the offer which I again declined. [The whole of this testimony is objected to by Mr. Kane on the part of the complainant.] I staid at the same house with Mr. Walker, the partner of Mr. Nixon, and since dead. I mentioned to him at dinner table the circumstance of the offer made to me by Mr. Nixon. He said, that Mr. Nixon had made the same offer to him, which he declined, and he wished that Harry (meaning Mr. Nixon) had *had* nothing to do with it. The reason Mr. Nixon gave me for offering me one-half of the property on the same terms that he had it, was, that it was inconvenient for him to pay the money, and he wished me to take an interest in it.

[Mr. Kane objects to the whole of the preceding testimony, and requests that the objection may be noted.]

GEO. M'CALLMONT.

Deposition taken, reduced to writing, and by the witness subscribed and sworn to, this 24th of September, 1839, before me,

T. I. WHARTON, *Examiner.*

D.—LXVII.—Thomas Cadwalader, of the city of Philadelphia, gentleman, aged fifty-nine years and upwards, being duly sworn on the part of the defendant, deposes as follows:

I think there are only two cases in which I had any interest in purchases in the north-western neighbourhood of the city—one the Bush hill estate, and the other a square of ground bounded by Vine, Callowhill, Schuylkill Front and Washington street, now Nixon street.

The square of which I have last spoken was purchased in the winter of 1814, in connection with Mr. Nixon, Mr. Samuel Richards, and Mr. Cadwalader Evans. I think these were the parties. We paid for it in cash sixteen thousand dollars. One of our company made a sale, on behalf of the association, of the north half of it to Mr. Henry Sergeant, about a month after we purchased, for somewhat less than twelve thousand dollars—within a fraction of that sum. The south half of it we thought we had let on ground rent; disposing thus, as we thought, of the whole very soon after our purchase; but those bargains fell through, and that part of the

property remained on hand for a long time. A number of years after the purchase, we made a division of that part of it. What disposition the other owners made of their portions of that moiety, I know not; but as to my part, I think one hundred feet on Vine street and a back lot on Wood street, I think it was, I never had an opportunity of disposing of them until about 1831, when I let the Vine street front to Robert Bethell, at two dollars a foot. I think the quantity he had was eighty feet. I know the ground rent was one hundred and sixty dollars, and that I let to him at two dollars a foot. The Wood street part Cadwalader Evans bought of me. The estimate, I think, was made at seventy-five cents a foot. These prices were at about the rate for both lots front and back, at which we had let them many years before, to persons who had not complied with their contracts. Mr. Evans paid me twelve hundred and fifty dollars in cash, which, I think, was about seventy-five cents a foot. I have refreshed my memory on these subjects by turning to my books yesterday. In the same year, 1814, in conjunction with some friends of mine, we made a contract with the Hamilton family for the purchaseof the Bush-hill estate at a ground rent of thirty-six thousand dollars per annum, paying one-fourth for the first year, viz: nine thousand dollars; eighteen thousand the second year, twenty-five thousand dollars the third year, and thirty-six thousand dollars per annum thereafter, payable quarterly. The estate, when we took it, produced a rental of about four thousand dollars a year, there being very few improvements thereon. We continued our exertions to improve the estate until 1820, and in the outset, until the conflagration at Washington in August, very successfully, as we supposed. A very great depression of property took place in August, 1814, and from that time for several years, and the property worked heavily for several years, until in 1819, when a complete paralysis took place of real estate. At that time, however, we had raised our rent roll, nominally, to about twenty-four thousand dollars per annum—of which the company considered eighteen thousand as good. In 1820, I, as the agent of the estate, had an understanding with the Hamilton family, and acted in this instance without consulting my associates, under which the agreement for purchase was annulled and mutual releases passed. We passed the property back into their hands, having paid up all the sums required by the contract—at the time it was annulled—which we consequently lost. We paid, indeed, one quarter's ground rent, or nine thousand dollars over, at the time of annulling the contract. We parted on very friendly terms with the family. The arrangement I made with the Hamilton family was approved of by my associates, and carried into effect by them.

[No cross-examination by the counsel for the complainant.]

T. CADWALADER.

Deposition taken, reduced to writing, and by the witness subscribed and sworn to, this 9th day of October, 1839, before me,

T. I. WHARTON, *Examiner.*

E.—Charles Francis, of the city of Philadelphia, aged sixty years and upwards, being duly sworn, on the part of the respondents, saith:—

The deed now exhibited to me, bearing date the fourteenth day of September, A. D. one thousand eight hundred and twenty-four, was executed by me. It is a conveyance by me to Thomas Biddle, Henry Nixon, and Henry J. Williams, of a certain lot of ground, in Penn Township, marked in a certain draft or plan, "No. 1, Charles Francis." The consideration, or purchase money, was the same expressed in the deed, viz: four thousand dollars, and no more; which sum was paid to me by the grantees mentioned in the deed.

CHAS. FRANCIS.

Deposition taken, reduced to writing, and by the witness subscribed and sworn to, the 13th day of April, A. D. 1840, before me,

T. I. WHARTON, *Examiner*.

F.—John Robbins, of the city of Philadelphia, accountant, aged about sixty-five years, being duly sworn, on the part of the respondents, deposes as follows:—

(A paper, purporting to be an extract from the books of the Bank of North America, being exhibited to the witness, he says,) I have compared these extracts with the books from which they purport to have been taken, and I have made the pencil marks on inspection of the books. I can say that they are correct extracts from the books; some of them are my own writing, in the original entries. The books from which they were taken are the regular and ordinary books of the Bank of North America; the entries were made in the ordinary course of business, by the persons employed in the bank at the time they bear date. Some of them were made by myself—I have been in the bank, next July will be forty-five years. I was absent fifteen years, from 1814 or 1816 to 1829 or 1830. I was in the bank in the years 1812 and 1813. The paper exhibited to me, headed "Balances taken from the books of Morrisville estate, April 18th, 1816," is in the handwriting of Alexander Frankford. He is dead, as I understand and believe.

Being cross-examined, by F. W. Hubbell, on the part of the complainant, the witness says: I never saw the paper last exhibited to me until just now; I know nothing more of it than that it is in the handwriting of Alexander Frankford. Mr. Nixon has continued president of the Bank of North America from the time he was first elected until this.

Being again examined, on the part of the respondents, he says, the cashier has the superintendance of the keeping of the books of the bank—it is his office.

JOHN ROBBINS.

Extracts from the books of the Bank of North America.

No. 1.—Record of notes discounted.

Thomas Morris, drawer; Nixon and Walker, endorsers; dated 1813, November 22d; due 1841, Jan. 21—24.

Note for - - - -	$5000 00
Less discount, - - - -	53 33
	$4946 67

Personal Ledger—account of Nixon and Walker.

Credit.—Nov. 25, 1813. By discount, - -	$4946 67

Book-Keeper's Cash Book.

1813, Nov. 24th, Nixon and Walker's check paid at bank,	$4946 67

First Teller's Scratcher.

1813, Nov. 24th, Draft, Bank of North America on Union Bank of New York, No. 561, - -	$4946 67

Cashier's Draft Book.—(Margin.)

1813, Nov. 24th, Thomas Morris—value of Nixon and Walker—on Union Bank of New York—without advice, No. 561, - - -	$4946 67

No. 2.—Discount Ledger.

Note, Nixon and Walker drawers; Thomas Morris, and Nixon and Walker, endorsers; dated 1813, January 11th due; March 12—15, for - -	$3600 00
Less discount, - - -	38 40
	$3561 60

Personal Ledger—account of Nixon and Walker.

1813, January 11th, Credit by discount, - -	$3561 60
" " " Debit to check, - -	3561 60

First Teller's Scratcher.

1813, January 11, To post note, No. 160, - -	$3561 60

Cashier's Record of Post Notes.

1813, January 11th, T. 160. E. at two days favour of Thomas Morris, in H. Drinker's handwriting, page 47, - - - - -	$3561 60

Personal Ledger—Nixon and Walker's account.

1813, March 15, Debit to check, - - -	$3600 00

Discount Blotter of the Note Clerk.

1813, March 15, No. 214, Nixon and Walker, payers; Thomas Morris, and Nixon and Walker endorsers; amount $3600, paid - - $3600 00

Discount Ledger—Nixon and Walker's account.

1813, March 25, Note of Thomas Morris discounted, dated March 25, at sixty days, due May 17—20, $3667 69
Less discount, - - - - 39 13

$$3628 56

Personal Ledger—Nixon and Walker's account.

1813, March 25, Credit by discount, - - $3628 56

Receiving Teller's Record of Checks Received.

1813, March 25, Nixon and Walker's check received, $3628 56

C.—Receiving Teller's Scratcher.

1813, March 25, Memorandum in Henry Drinker's (cashier) handwriting—credit—bills receivable for balance on Thomas Morris & Jonathan Williams' two notes for $10,000 each. Principal T. M., $3300 00
Interest do. - - - - 328 57 $3628 57

G.—John Hockley, again produced on the part of the respondents, testifies as follows, having been duly affirmed:

This is the day book of Nixon & Walker, it was kept by me at the time. This is my hand-writing. Under date of February 5th, 1818, Thomas Morris has credit as follows:

Bank of North America, Dr.
To Thomas Morris, received 19th ult., (i. e. January,) $500 00
Under same date of the next page, Thomas Morris is charged, paid Mrs. Morris, 19th ulto., 350 00
On the 20th of December, 1819, Thomas Morris is charged, Dr. to Bank of North America, for, on check to Mrs. Morris, 18th inst., 700 00
On the next page, notes receivable, Dr. to Thomas Morris, for, on draft of 18th inst. at sight, in favor of Henry Drinker, Cashier, 700 00

I have a recollection of calling on old Mrs. Morris, and taking up Nixon & Walker's checks to her. She lived in Chestnut street, next to the Academy of Fine Arts. I was in their counting house then; there was no one else in the counting house at the time.

JOHN HOCKLEY.

Deposition taken, reduced to writing, and by the witness subscribed and sworn to, this first day of May, 1840.

T. I. WHARTON,
Examiner.

H.—John Bacon, of the city of Philadelphia, aged about sixty years, being duly affirmed, on the part of the complainant saith:

I held the office of city treasurer; I went into it, I think, in December, 1816, and held it until January, 1829. Cornelius Stevenson is now treasurer. I answer to the subpœna served on me, that, being no longer city treasurer, I have no control over the books mentioned therein; I have no recollection of issuing certificates of stock to the amount of $67,500, to Henry Nixon, Thomas Cadwalader and Henry J. Williams, under an ordinance passed April 10th, 1828. I have an indistinct recollection of some certificates having been issued to those gentlemen for the purchase of Fairmount.

JOHN BACON.

Deposition taken, reduced to writing, and by the witness subscribed and affirmed to, this first day of May, A. D. 1840, before me,

T. I. WHARTON,
Examiner.

I.—Henry Nixon, being sworn to make true answer to such questions as should be put to him—

I have looked among my papers for a letter from Thomas Morris to myself, and referred to in my letter to Thomas Morris, dated April, 1818, and to be found on the 35th page of the printed testimony of the complainant, and dated at Washington, and have not been able to find it; I have made diligent search for it without success; I have looked for it before the notice as well as since.

H. NIXON.

Sworn and subscribed the first day of May, A. D. 1840, before me,

T. I. WHARTON,
Examiner.

K.—Thomas Morris, being duly sworn to make true answer to such questions as should be put to him—

I do not remember that the note called for by Mr. Williams (viz. a note for $10,000, made by Thomas Morris in favor of his mother,

Mrs. Mary Morris,) ever was in my possession, although it may have been, and I may have destroyed it; as far as my recollection goes, that note was left by the will of my mother jointly to my brother, Henry Morris, and myself, as informed by my brother Henry. My brother Henry owed me a larger amount than the amount of that note, and I gave him credit for one half of the note; whether he had the note and destroyed it, or whether he sent it to me and I destroyed it, I do not now remember.

I have been over my papers pertaining to these transactions repeatedly of late, and am prepared to say, that this note is not among my papers. I have been called upon for a letter from Mr. Nixon, dated May 23d, 1829, addressed to me; I have looked over all my papers; I had the letter; I have not been able to find it; I have a copy here, made by one of my children; I believe it to be a true copy, from having compared it with the original at the time the copy was made. The letter signed H. Staret, the original of which is now produced, was enclosed in that letter, the copy of which is produced.

Cross-examined.

I have no copy of that note, nor any entries from which I could give the date; I believe the amount was ten thousand dollars; I cannot state the date, nor the rate of interest, but it must have been seven per cent.; I always paid my mother seven per cent.

THOMAS MORRIS.

Sworn and subscribed the 1st day of May, 1840.

T. I. WHARTON,
Examiner.

And now, this twenty-seventh day of April, A. D. one thousand eight hundred and forty-one, this cause having come on for hearing, upon the bill, amended bill, and bill of revivor—answers, replications, depositions, and exhibits, and counsel on both sides having been heard—it is ordered, adjudged, and decreed, that the complainant's bill be dismissed with costs.

Whereupon, afterwards, to wit, on the sixth day of May, in the same year, the complainant aforesaid, by F. W. Hubbell, Esquire, his attorney, prays leave to appeal from the decree aforesaid, to the Supreme Court of the United States, and the same is allowed.

UNITED STATES,
Eastern District of Pennsylvania, sct.

I certify the foregoing to be a true and faithful copy of the record and proceedings of the Circuit Court of the United States, in and for

the Eastern District of Pennsylvania, in the Third Circuit, in a certain suit in equity therein lately depending, between Thomas Morris, complainant, and Henry Nixon and others, defendants.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said Circuit Court, at Philadelphia, this [SEAL.] thirty-first day of July, A. D. 1841, and in the sixty-sixth year of the independence of the said United States.

FRA. HOPKINSON,
Clk. Cir. Court.

In the Circuit Court of the United States for the Eastern District of Pennsylvania, in the Third Circuit.

THOMAS MORRIS, &c.
vs.
HENRY NIXON, *et al.* } No. 2.

October Sessions, 1836.

It is agreed that the abstracts of the sixty-two deeds produced by the complainants, contained in the printed paper book, used on the argument in this Circuit Court of the U. S., be sent up with the record to the Supreme Court, instead of the transcripts at large, which were read in evidence.

H. J. WILLIAMS,
for Deft.
F. W. HUBBELL,
for Com't.

It is also further agreed that the abstracts and copies of deeds produced in evidence by the defendants, as contained in the record transmitted to the Supreme Court, shall be considered, in lieu of the originals, and used for all purposes as if transcripts of the said originals had been annexed to the record.

H. J. WILLIAMS.
D. BROWN,
for Compt.

This Indenture, made the fourteenth day of July, in the year of our Lord one thousand eight hundred and twenty-four, between Thomas Cadwalader, of the city of Philadelphia, Esquire, and Mary, his wife, Henry Nixon, of the County of Philad., Esq., and Maria, his wife, and Henry J. Williams, of the said city of Philada., Esquire, and Julia R., his wife, of the one part, and the mayor, aldermen, and citizens of Phila'a. of the other part; witnesseth, that the said Thomas Cadwalader, and Mary, his wife, Henry Nixon, and Maria, his wife, and Henry J. Williams, and Julia R., his

wife, for and in consideration of the sum of twelve thousand dollars, lawful money of the United States, to them in hand paid by the mayor, aldermen, and citizens of Philadelphia, at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said the mayor, aldermen, and citizens of Philada., their successors and assigns, a certain lot or piece of ground situate in Penn Township, in the County of Philad., containing, in front, on the north side of Morris street, four hundred feet, and extending northward along the west side of John street, and east side of Pearl street, four hundred feet, to Hunter street; bounded on the south by the said Morris street, on the east by the said John street, on the north by the said Hunter street, and on the west by Pearl street, aforesaid; [being the whole of the square of ground designated in the plat annexed to the indenture first hereinafter recited, No. 11, (eleven) and is part of the land and premises which Henry Drinker, William Waln, and Timothy Paxson, and the President, Directors, and Company of the Bank of North America, by indenture dated the second day of January, anno Domini one thousand eight hundred and twelve, recorded in the office for recording deed, &c., for the city and County of Philad., in Deed Book J. C., No. 19, page 224, &c., granted and conveyed unto Jonathan Williams and Thomas Morris, in fee as tenants in common; and the said Jonathan Williams being legally seised in his demesne as of fee of and in the said described lot of ground, died intestate, leaving issue two children, namely, Christine, the wife of Thomas Biddle, and the said Henry J. Williams, to whom the same descended in fee as heirs at law, subject to the dower or thirds for life of Marianne Williams, the widow of the said intestate, thereon; and the said Mar*iame* Williams, Thomas Biddle, and Christine, his wife, and Henry J. Williams, by indenture dated the twenty-second day of September, in the year of our Lord one thousand eight hundred and fifteen, granted and conveyed, inter alia, one undivided moiety or half part of the said described lot of ground unto John G. Biddle, in fee, who, by deed poll endorsed on the said last recited indenture, dated the twenty-third day of September, in the same year last aforesaid, and recorded therewith in the office aforesaid, in Deed Book No. , page , granted and conveyed, inter alia, the said one undivided moiety or half part of the large lot of ground aforesaid, unto the said Henry J. Williams and Thomas Cadwalader, in fee; and the said Thomas Morris, and Sally, his wife, by indenture dated the twenty-eighth day of May, anno Domini one thousand eight hundred and twenty-two, recorded in the office aforesaid, in Deed Book J. H., No. 5, page 254, &c., did, inter alia, grant and convey all his, the said Thomas Morris's undivided moiety or half part of the lot of ground and premises above described, unto the said Henry Nixon, in fee, as in and by the said several recited indentures and deed

poll will more fully and at large appear.] Together with all and singular the ways, streets, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, unto the said hereby granted premises belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of them, the said Thomas Cadwalader, and Mary, his wife, Henry Nixon, and Maria, his wife, and Henry J. Williams, and Julia R., his wife, as well at law as in equity, of, in, to and out of the same; also, the freehold and soil and the right thereof, of and in the following pieces or strips of ground now or heretofore subject to a right or rights, ways, part or parcel of the street or streets hereinafter mentioned or referred to; that is to say, so much of Morris street as is included between and bounded on the north *from* the north side of said Morris street, on the south by a line parallel to and forty feet south of the said north side of Morris street, on the east by John street, and on the west by Canal street, so much of Hunter street as is included between and bounded south by the south side of said Hunter street, north by a line running parallel to and forty feet north from the south side of Hunter street, east by John street, and west by Canal street; and so much of the whole width of Pearl street as is included and lies between a line parallel to and forty *forty* feet south from the north side of Morris street, and a line parallel to and forty feet north from the south side of Hunter street, which parts of streets are intended to be vacated; to have and to hold all and singular the hereditaments and premises hereby granted and conveyed or mentioned and intended so to be, with the appurtenances unto the said mayor, aldermen and citizens of Philadelphia, their successors and assigns, to and for the only proper use and behoof of the mayor, aldermen and citizens of Philad., their successors and assigns forever.

And the said Thomas Cadwalader, Henry Nixon, and Henry J. Williams, for themselves, their respective heirs, executors and administrators, do hereby covenant, promise and agree to and with the mayor, aldermen and citizens of Philad., their successors and assigns, that they, the said Thomas Cadwalader, Henry Nixon, and Henry J. Williams, and their heirs respectively, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the mayor, aldermen and citizens of Philad., their successors and assigns, against them, then said Thomas Cadwalader, Henry Nixon, and Henry J. Williams, and their heirs respectively, and against all and every person and persons whomsoever, lawfully claiming or to claim the same or any part thereof, from or under them or any or either of them, shall and will warrant and forever defend by these presents; and further that they, the said Thomas Cadwalader, Henry Nixon, and Henry J. Williams, their heirs and assigns, shall not nor will permit or suffer the remaining parts of Morris street, Hunter street

west of John st., and of John street or Canal street, between Morris and Hunter streets, or any part or parts thereof, to be quarried, dug or excavated below the level of the top of the head archer of the race, until the level of same streets shall be duly fixed and established, and after the level or regulation of the said streets shall be duly fixed and established, they, the said parties of the first part hereto, their heirs or assigns, shall not nor will permit or suffer the same streets, or any part or parts thereof within the boundaries last aforesaid, to be quarried, dug or excavated below such regulation thereof, respectively.

In witness whereof, the said parties have interchangeably set their hands and seals hereunto.

Dated the day and year first above written.

T. CADWALADER, [L. S.]
MARY CADWALADER, [L. S.]
HENRY NIXON, [L. S.]
MARIA NIXON, [L. S.]
HENRY J. WILLIAMS, [L. S.]
JULIA R. WILLIAMS. [L. S.]

Sealed and delivered in the presence of us:
JAMES N. BARKER,
JNO. HOCKLEY.

The fourteenth day of July, anno Domini 1824, before me, the subscriber, one of the aldermen of the city of Philadelphia, came the above named Thomas Cadwalader and Mary, his wife, Henry Nixon and Maria, his wife, and Henry J. Williams and Julia R., his wife, and acknowledged the above written indenture to be their and each of their act and deed, and desired the same may be recorded as such. The said Mary, Maria, and Julia R. being of full age and by me privately examined, separate and apart from their respective husbands, declared they executed the said indenture voluntarily and of their own free will and accord, without any compulsion or coercion of their said husbands, or any undue influence whatever, and the full contents thereof by me first made known to them.

Witness my hand and seal the day and year aforesaid.

JAMES N. BARKER. [L. S.]

Received the day of the date of the within written indenture, of the Mayor, Aldermen and Citizens of Philadelphia, the sum of twelve thousand dollars, being the full consideration money within mentioned.

T. CADWALADER,
HENRY NIXON,
HENRY J. WILLIAMS.

Witness at signing,
JNO. HOCKLEY.

Recorded August 2nd, 1824.

CITY AND COUNTY OF PHILADELPHIA, *ss:*

I, Samuel H. Fisher, Recorder of Deeds, &c., for said city and county, do hereby certify the preceding deed to be a true copy of a certain instrument of writing remaining of record in my office, in Deed Book G. W. R., No. 2, page 723, &c.

Witness my hand and seal of office this 6th day of May, 1836.

SAMUEL H. FISHER,
Recorder.

Know all men by these presents, that whereas the President, Directors and Company of the Bank of North America held a mortgage dated the second day of January, anno Domini one thousand eight hundred and twelve, executed by Jonathan Williams and Thomas Morris, Esquires, of, inter alia, the lot of land and premises within described and granted, originally given to secure the payment of sixty thousand dollars with interest, a part of which has been paid; now for a valuable consideration, to them paid by the Mayor, Aldermen and Citizens of Philadelphia at the time of the execution hereof, the receipt whereof is hereby acknowledged, they, the President, Directors and Company of the Bank of North America, have, and by these presents do for themselves, their successors and assigns, covenant, promise, grant, and agree to and with the Mayor, Alderman and Citizens of Philadelphia, their successors and assigns, that no part of the debt or monies secured by the above mentioned mortgage, shall at any time hereafter be levied upon or raised out of the lot and premises within granted and conveyed, and that the Mayor, Aldermen and Citizens of Philadelphia, their successors and assigns, shall never be disturbed in the possession and enjoyment thereof, nor evicted therefrom for or by means of the said debt or mortgage monies within mentioned, or any part thereof, or of any title derived from said mortgage; provided, however, that nothing herein contained shall be construed to prevent the President, Directors and Company of the Bank of North America, their successors or assigns, from proceeding at law so far as to recover a judgment, and issue the necessary process of sale against the whole thereof, but not to sell or otherwise disturb the premises within granted and conveyed to the Mayor, Aldermen and Citizens of Philadelphia, or any part of the same.

In testimony whereof, the President, Directors and Company of the Bank of North America have caused these presents to be sealed with their corporate seal, dated the 29th day of July, in the year of our Lord one thousand eight hundred and twenty-four—1824.

Attest, N. HOLLINGSWORTH, [L. .S]
Cashier Bank North America.

Sealed and delivered in the presence of us,
ROBT. B. TAYLOR,
I. P. NESBIT.

[REC. LXVI. 1842.]—37

The twenty-ninth day of July, A.D. 1824, before me, the subscriber, one of the aldermen of the city of Philadelphia, came and appeared Robert B. Taylor and I. P. Nesbit, and being duly affirmed, did declare and say that they did see Henry Hollingsworth, the Cashier of the Bank North America, seal and deliver the above written Deed Poll as the act and deed of the President, Directors and Company of the Bank of North America, for the uses and purposes therein mentioned, and that they, the said Robt. B. Taylor and I. P. Nesbit, subscribed their names respectively as witnesses to the execution thereof.

Witness my hand and seal of office the day and year aforesaid.

WILLIAM MILNOR. [L. S.]

Recorded August 2d, 1824.

CITY AND COUNTY OF PHILADELPHIA, *ss:*

I, Samuel H. Fisher, Recorder of Deeds, &c., for said city and county, do hereby certify the preceding deed to be a true copy of a certain instrument of writing remaining of record in my office, in Deed Book G. W. R., No. 2, page 725, &c.

Witness my hand and seal of office, this 6th day of May, A. D. 1836.

SAMUEL H. FISHER,
Recorder.

To whom these presents shall come, Jonathan Williams of Mount Pleasant, in the county of Philadelphia, in Pennsylvania, Esquire, and Marianne, his wife; and Thomas Morris of New York, Esquire, and Sally, his wife, send greeting:

Know ye, that the said Jonathan Williams and Marianne, his wife, and Thomas Morris and Sally, his wife, have nominated, constituted and authorized, and by these presents, do nominate, constitute, authorize and appoint Thomas Biddle, and Henry Nixon, of the City of Philadelphia, their true and lawful attornies, jointly and severally for them, the said Jonathan Williams and Thomas Morris, and in their names to enter into, and take possession of all and singular, the lots or pieces of ground situate in Penn Township, in the county of Philadelphia, which Henry Drinker, William Waln and Timothy Paxson, with the consent and approbation of the President, Directors and Company of the Bank of North America, granted and conveyed unto them, the said Jonathan Williams and Thomas Morris; save such parts thereof, as they, the said Jonathan Williams and Thomas Morris, have since sold and conveyed; and to grant, bargain and sell to any person or persons willing to purchase the same, all or any part of the said premises, for such price or prices as can be reasonably procured for the same; and upon such bargain and sale for them, the said Jonathan Williams and Marianne, his wife, and Thomas Morris and Sally, his

wife, to make, execute, sign, seal, deliver and acknowledge all such acts, deeds and devices in the law, as shall be necessary and sufficient to vest in the purchaser and purchasers, his, her or their heirs and assigns forever, an absolute estate of inheritance in fee simple, of and in the bargained premises, or any other lesser estate, and to receive the consideration monies for the same, or security therefor, and upon receipt thereof of all and sufficient acquittances, releases and discharges for them, and in their names to make and deliver.

And also, for them, the said constituents, to let upon ground rent, all or any part or parts of the aforesaid premises, at and for the best yearly rent that can be reasonably obtained, and by good and sufficient deeds to grant and convey the same unto the purchaser or purchasers thereof, his, her or their heirs and assigns forever; the yearly ground rents to be reserved, to be made payable one moiety thereof to him, the said Jonathan Williams, his heirs and assigns, and the remaining moiety thereof to him, the said Thomas Morris, his heirs and assigns, free of any deduction for taxes &c., so that every ground rent deed be executed by the grantees, and contain the usual clauses of entry and distress for nonpayment of the yearly rent, and re-entry for want of sufficient distress, with covenants for payment of the rent and taxes, and with or without power to extinguish the yearly rent, and by all lawful ways and means to levy, collect and receive all such yearly ground rents; and generally for them, the said Jonathan Williams and Marianne, his wife, and Thomas Morris and Sally, his wife, and in their names, to do and transact all other matters and things whatsoever, which shall be necessarily incident to the premises, as fully and effectually as they could in person do and transact the same; and in the meantime, until such sale can be effected for them, the said constituents to demise, grant and to farm let the same or any part thereof to any person or persons for any term of years, or at will, and upon such rents, reservations and conditions as to them, the said Thomas Biddle and Henry Nixon, shall seem meet, and to receive the rents, issues and profits thereof, and to make entries and distresses for the nonpayment of such rents and reservations, and nonperformance of such terms and conditions, as fully as they, the said constituents could do, if personally present; giving and hereby granting unto the said Thomas Biddle and Henry Nixon, their whole and full power and authority in the premises, and promising to ratify, and hold for firm and valid, all and whatsoever their said attornies or either of them shall or may lawfully do in the premises by virtue hereof.

In witness whereof, the said Jonathan Williams and Marianne, his wife, and Thomas Morris and Sally, his wife, have hereunto

set their hands and seals, this twenty-seventh day of June, in the year of our Lord one thousand eight hundred and twelve.

JONATHAN WILLIAMS, [L. S.]
MARIANNE WILLIAMS, [L. S.]
THOS. MORRIS, [L. S.]
SALLY MORRIS. [L. S.]

Sealed and delivered in the presence of us, by Thomas and Sally Morris.

MARY BUOMS,
MARIA NIXON.

Sealed and delivered in the presence of us, by Jonathan Williams and Marianne Williams.

MICHL. KEPPELE,
CATHARINE C. KEPPELE.

The thirtieth day of June, A. D. 1812, before me, mayor of the city of Philadelphia, came the above named Jonathan Williams and Marianne, his wife, and in due form of law acknowledged the above written letter of attorney, to be their and each of their act and deed, and desired the same may be recorded as such. She, the said Marianne, being of full age, and first by me separate and apart from her said husband examined, did declare and say, that she executed the above written letter of attorney voluntarily, of her own free will and accord, without any threats, coercion or compulsion of her said husband, or any undue influence whatever, the contents thereof being first by me made known to her. Witness my hand and seal the day and year aforesaid.

MICHL. KEPPELE, *Mayor.* [L. S.]

The 27th day of June, A. D. 1812, before me, Michl. Keppele, mayor of the city of Philadelphia, came the within named Thomas Morris and Sally, his wife, and in due form of law acknowledged the within written letter of attorney, to be their and each of their act and deed, and desired the same may be recorded as such. She, the said Sally, being of full age, and first by me separate and apart from her said husband examined, did declare and say, that she executed the within written letter of attorney voluntarily, of *their* own free will and accord, without any threats, coercion or compulsion of her said husband, or any undue influence whatever, the contents thereof being first by me made known unto her. Witness my hand and seal the day and year aforesaid.

MICHL. KEPPELE, *Mayor.* [L. S.]

Recorded the 26th May, 1813.

CITY AND COUNTY OF PHILADELPHIA, *ss.*

I, Samuel H. Fisher, recorder of deeds &c., for the city and county of Philadelphia, do hereby certify the preceding letter of attorney to be a true copy of a certain instrument of writing remaining of record in my office, in letter of attorney book, I. C. No. 1, page 332, &c.

In witness whereof, I have hereunto set my hand and seal of office, this eighteenth day of April, A. D. one thousand eight hundred and thirty-six. (1836.)

SAMUEL H. FISHER, *Rec.*

This Indenture, made the twentieth day of April, in the year of our Lord one thousand eight hundred and twenty-eight, between Thomas Cadwalader, of the city of Philadelphia, Esqr., and Mary, his wife, Henry Nixon, of the said city, Esqr., and Maria, his wife, and Henry J. Williams, of the said city, Esquire, and Julia R., his wife, of the one part, and the Mayor, Aldermen, and Citizens of Philadelphia, of the other part; witnesseth, that the said Thomas Cadwalader and Mary, his wife, Henry Nixon and Maria, his wife, and Henry J. Williams and Julia R., his wife, for and in consideration of the sum of sixty-seven thousand five hundred dollars, lawful money of the United States, to them in hand paid by the Mayor, Aldermen, and Citizens of Philadelphia, aforesaid, at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and confirmed, assigned, agreed, and covenanted, and by these presents do grant, bargain, sell, release, and confirm, assign, agree, and covenant unto and with the Mayor, Aldermen, and Citizens of Philadelphia, aforesaid, their successors and assigns, as follows, that is to say:

In the first place, they, the said Thomas Cadwalader and Mary, his wife, Henry Nixon and Maria, his wife, and Henry J. Williams and Julia R., his wife, do grant, bargain, sell, release, and confirm unto the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns, all that tract or parcel of land situate formerly in Penn Township, but now in the District of Spring Garden, in the county of Philadelphia; bounded and described as follows, viz: beginning at the junction of the south line of Frances street and the river Schuylkill, at low water mark; thence along the south side of Frances street easterly, crossing Water Canal Bridge and Pearl streets, to ground said to belong to Henry Molier, at the distance of two hundred and twenty feet, or thereabouts, from John street; thence southerly along the western boundary of said Molier's ground one hundred and sixty-two feet seven inches, to the south-westerly corner thereof; thence southeasterly, still by the said Henry Molier's ground, about sixty-eight feet seven inches, more or less, to the north line of a thirty feet wide street called Molier street; thence south seventy-eight degrees ten minutes east, along the north line of said Molier street, one

hundred and fifty-eight feet, more or less, to John Street; thence southerly along the west line of John street to a stone at the south-west corner of Hunter and John streets, corner to ground belonging to the said the Mayor, Aldermen, and Citizens of Philadelphia; thence southerly in the line of the same ground of the Mayor, Aldermen, and Citizens of Philadelphia, and the west side of John street to the present north line of Morris street; thence still southerly crossing Morris street, along the west line of John street, and crossing a thirty-five feet wide street called Biddle street, to a point at the distance of two hundred and eight feet north of the Upper Ferry road; thence westerly along the south side of Biddle street, and by ground of Joseph Innes and others, parallel with Hamilton street, four hundred feet to the east side of Pearl street; thence southerly along the east side of Pearl street, by the said ground of Joseph Innes to the Upper Ferry road; thence north-westerly along the Upper Ferry road to ground of the Managers and Company for erecting a permanent Bridge over the river Schuylkill, at or near where the Floating Bridge is at present situate, and known by the name of the Upper Ferry; thence northerly by the said last-mentioned ground to the south side of Morris street; thence westerly along the south side of the said Morris street to the river Schuylkill, at low water mark; and thence northerly along the low water mark of the said river Schuylkill to the place of beginning.

And all the property, right, title, estate, and interest of the said parties of the first part hereto, and of each of them, of, into, or arising out of all and every the lots or pieces of ground lying and being between the northern line of the Upper Ferry road, and the southern line of Frances street, and between the western line of John street, and the river Schuylkill at low water mark, excepting and reserving only thereout a yearly ground rent, issuing out of said Henry Mollier's lot at the south-west corner of Frances and John streets. And all the lot and buildings between Biddle street and the Upper Ferry road, John street and Pearl street, belonging to Joseph Innes and others. And excepting also the right of way for the owners respectively of the last mentioned lots, in common with the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns, on and over the said Molier and Biddle streets.

[Which tract of land above described is part of a larger tract which Henry Drinker, William Waln, and Timothy Paxon, and the President, Directors, and Company of the Bank of North America, by indenture, dated the second day of January, A. D. 1812; recorded at Philadelphia, in Deed Book J. C., No. 19, page 224, &c.; granted and conveyed to Jonathan Williams and Thomas Morris, in fee, as tenants in common. And the said Jonathan Williams being legally seised in his demesne as of fee, of and in one full equal and undivided moiety of, inter alia, the tract of land

and premises above described, and hereby granted, died intestate, leaving issue two children, namely, Christine, the wife of Thomas Biddle, and the said Henry J. Williams, to whom the same descended in fee, as heirs at law, subject to the dower or thirds for life of Marianne Williams, the widow of the said intestate therein, and the said Marianne Williams, Thomas Biddle, and Christine, his wife, and Henry J. Williams, by indenture, dated the 22d day of September, A. D. 1815, granted and conveyed one undivided moiety or half part of, inter alia, the tract of land and premises above described and granted, with the appurtenances, unto the said John G. Biddle in fee, who, by deed poll, endorsed on the said last recited indenture, dated the 23rd day of September, in the same year last aforesaid, and recorded therewith at Philadelphia, in Deed Book M. R., No. 5, page 679, &c., granted and conveyed the same undivided moiety of, inter alia, the premises aforesaid, unto the said Henry J. Williams and Thomas Cadwalader in fee. And the said Thomas Morris and Sally, his wife, by indenture, dated the 28th day of May, A. D. 1822, recorded at Philadelphia in Deed Book J. H., No. 5, page 254, did grant and convey all his, the said Thomas Morris, undivided moiety or half part of, inter alia, the tract of land and premises aforesaid, unto the said Henry Nixon in fee, as in and by the said recited indenture and deed poll will more fully appear.] Together with all and singular, the buildings, wharves, improvements, landings, ways, streets, passages, waters, watercourses, rights, liberties, privileges, easements, hereditaments, and appurtenances whatsoever, unto the said hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of them the said Thomas Cadwalader and Mary, his wife, Henry Nixon and Maria, his wife, and Henry J. Williams and Julia R., his wife, and of each and every of them, as well at law as in equity, of, into, and out of the same. To have and to hold all and singular the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances unto the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns, to and for the only proper use and behoof of the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns forever; and the said parties of the first part hereto, and their heirs respectively, all and singular, the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns, (subject only to such rights of way over, upon, or through the same, if any there be, as have been heretofore granted by them, the said Thomas Cadwalader, Henry Nixon, and Henry J. Williams, or their predecessors, and have not heretofore been released or extinguished,) against them, the said parties of the first part hereto, and their

heirs respectively, and against all and every person and persons whatsoever, lawfully claiming or to claim, by, from or under them, or any or either of them, subject as aforesaid, shall and will warrant and forever defend by these presents.

In the second place, they, the said parties of the first part, hereto have granted, remised, released, and extinguished, and hereby do grant, remise release, and extinguish unto, and to the only proper use and behoof of the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns, all the rights, privileges, and easements of what kind or description sover, unto or out of the herein described premises, or any part or parts thereof, which rights, privileges, and easements may have been heretofore granted to or reserved by the said parties of the first part hereto, or their predecessors, owners of the said estate, either collectively or severally, whether in and by a certain contract with the said Mayor, Aldermen, and Citizens of Philadelphia, dated the 24th day of May, A. D. 1820; recorded in Deed Book J. H., No. 6, page 546, &c.; or in and by any other contract, deed, or conveyance with the said Mayor, Aldermen, and Citizens of Philadelphia. And also all convenants and agreements made and entered into by the said the Mayor, Aldermen, and Citizens of Philadelphia, with the said parties of the first part hereto, or any of them or their predecessors, the owners of the premises, or any of them, in regard to the said described estate, or heretofore entered into in regard to any other parts of the above recited tract of land heretofore conveyed to the said the Mayor, Aldermen, and Citizens of Philadelphia, bounded by or included between Frances street, John street, the Upper Ferry road, and the river Schuylkill.

And in the third place and lastly, they, the said parties of the first part hereto, have and do hereby give and grant to the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns, to and for their own use and benefit, all their right to close and vacate all the streets now laid out, or intended to be laid out through any part of the property conveyed as aforesaid, or that has been conveyed heretofore as aforesaid, by the said parties of the first part hereto, or their predecessors, the owners of the premises, or any of them, (except only the said Moliere and Biddle streets,) and the right of soil to and in the ground over and through which all the said streets are laid out, or were or are intended to be laid out in such manner, and so as to free the said the Mayor, Aldermen, and Citizens of Philadelphia, their successors and assigns, from all restrictions whatever on the part of the said parties of the first part hereto, as well of the above described premises now conveyed, as of those heretofore conveyed as aforesaid.

In witness whereof, the said parties have interchangeably set their hands and seals hereunto. Dated the day and year first above written.

T. CADWALADER, [L. S.]
MARY CADWALADER, [L. S.]
H. NIXON, [L. S.]
MARIA NIXON, [L. S.]
HENRY J. WILLIAMS, [L. S.]
JULIA R. WILLIAMS, [L. S.]

Sealed and delivered in the presence of us:
R. M. NIXON,
JAMES N. BARKER.

Received, the day of the date of the above written indenture, of the Mayor, Aldermen, and Citizens of Philadelphia, the sum of sixty-seven thousand five hundred dollars, being the full consideration money above mentioned.

T. CADWALADER,
HENRY J. WILLIAMS,
H. NIXON.

Witnesses at signing,
R. M. NIXON,
JAMES N. BARKER.

The twentieth day of April, A. D. 1828, before me, James N. Barker, Esqr., one of the Aldermen of the city of Philadelphia, came the above named Thomas Cadwalader and Mary, his wife, and Henry J. Williams and Julia R., his wife, and acknowledged the above written indenture to be their and each of their act and deed, and desired the same may be recorded as such. The said Mary, Maria, and Julia R., being each of full age, and by me examined separate and apart from their said respective husbands, declared that they executed the said indenture voluntarily, and of their own free will and accord, without any compulsion or coercion of their respective husbands, or any undue influence whatever, and the full contents thereof by me first made known to them.

Witness my hand and seal the day and year aforesaid.

JAMES N. BARKER, *Ald.* [L. S.]

Recorded May 5, 1828.

I, George Smith, recorder of deeds, &c., for the city and county of Philadelphia, do certify the above and foregoing to be a true copy of a certain instrument of writing remaining of record in my office, in Deed Book G. W. R., No. 23, page 29, &c.

Witness my hand and seal of office this 23rd day of April, [L. S.] anno Domini, 1840.

G. SMITH, *Rec.*